

**BOROUGH OF GREENCASTLE
FRANKLIN COUNTY, PA**

PROJECT MANUAL

FOR

**NORTH WASHINGTON STREET
ROADWAY IMPROVEMENTS**

Engineer's Project No. 11172.03

October 2023

ARRO Consulting, Inc.
201 Thomas Jackson Drive, Suite 207
Frederick, MD 21702

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A MULTIMODAL TRANSPORTATION FUND GRANT

BIDDING REQUIREMENTS

DOCUMENT 00010

INVITATION TO BID

Project: **NORTH WASHINGTON STREET ROADWAY IMPROVEMENTS:** The project generally consists of concrete sidewalk and curb replacement, Americans with Disabilities Act (ADA) curb ramps, crosswalks, drainage pipe installation, landscaping, full-depth pavement repair, mill and overlay, and restoration of areas disturbed by construction.

The Work will be performed under one Contract as follows:

GENERAL CONSTRUCTION

Owner: **BOROUGH OF GREENCASTLE**
60 North Washington Street
Greencastle, PA 17225

Engineer: **ARRO CONSULTING, INC.**
201 Thomas Jackson Drive, Suite 207
Frederick, MD 21702

Sealed Bids will be accepted at the office of the Owner, until 10:00 A.M., prevailing time, on December 11, 2023, at which time they will be publicly opened and read aloud.

Council will meet at 6:00 P.M., prevailing time, on January 2, 2024, to accept bids, award, or reject bids.

Bidding Documents and solicitation details are available online at the Borough of Greencastle website (<http://greencastlepa.gov>).

A pre-bid meeting will be held at 10:00 A.M., prevailing time, on November 22, 2023, at the office of the Owner.

Attendance at the pre-bid meeting is not mandatory but recommended.

Questions will be accepted until 4:00 P.M., prevailing time, on November 24, 2023; All questions must be submitted by email to nate.merkel@arroconsulting.com.

Reproduction of the Bidding Documents, or their placement on websites of prospective bidders and other entities, is not permitted.

Bids may be modified or withdrawn at any time prior to the opening of Bids.

After the Bid opening, Bids may be withdrawn only by complying with Commonwealth of Pennsylvania laws and regulations. A summary of such laws and regulations is given in the Instructions to Bidders (Document 00100).

Bids shall remain open for a period of 60 days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds, or the award of a grant or grants, in which event the Bids shall remain open for a period of 120 days from the date of Bid opening. See Instructions to Bidders for other provisions on the time available for acceptance of Bids.

The Contract will be subject to the Prevailing Minimum Wage Determination established by the Commonwealth of Pennsylvania, Department of Labor and Industry.

Notice is given to bidders that construction of this project is being funded, in part by the Pennsylvania Commonwealth Financing Authority, Multimodal Transportation Fund Grant. Successful Bidder, and its subcontractor(s) shall comply with conditions and regulations set forth in the Grant Agreements.

Liquid Fuels funds will be utilized for funding a portion of this project and all materials and work must conform to the most recent edition of PennDOT Publication 408 unless otherwise specified.

Bidder must be PennDOT prequalified as a Prime Contractor as specified in Section 102.01 of Publication 408.

Each Bid must be accompanied by Bid security in the form of a certified check, bank check, irrevocable letter of credit, or Bid bond (on the form included with the Bidding Documents) for (10) percent of the Bid total.

It is a requirement of this Contract that at least 50% of the Work be performed by Prime Bidder's own workforce, not by subcontractor(s).

It is a requirement of this Contract that Bidder shall have a minimum (5) year, (5) project documented experience in the type of Work required by this Project.

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

As a precondition of being awarded a Contract, Successful Bidder, and its subcontractor(s) are required, to provide confirmation of compliance with Act 127 of 2012, the "Public Works Employment Verification Act".

The **OWNER** hereby reserves the right, which is understood and agreed to by all Bidders, to reject any or all Bids and to waive any omissions, errors, or irregularities in any Bid.

**BOROUGH OF GREENCASTLE
EMILEE LITTLE, BOROUGH MANAGER**

DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

Article 1 - Defined Terms

1.01 Terms used in these *Instructions to Bidders*, which are defined in the Standard General Conditions of the Construction Contract, as prepared by the Engineer's Joint Contract Documents Committee (Document EJCDC C – 700, 2007 Edition), have the meanings assigned to them in the General Conditions. Additional terms used in these *Instructions to Bidders* have meanings indicated below, which are applicable to both the singular and plural thereof.

- A. Issuing Office – The office from which the Bidding Documents are to be issued and made available for sale, and where the bidding procedures are to be administered.
 - 1. Issuing Office is the office of the Engineer whose name and address are listed in the Invitation to Bid.
- B. Successful Bidder – The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

Article 2 - Copies of Bidding Documents

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Invitation to Bid may only be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents, or Bidding Documents purchased from sources other than the issuing office.

2.03 Bids from prospective Bidders who have not obtained the Bidding Documents from the issuing office and who have not obtained complete sets of Bidding Documents will not be accepted.

2.04 Copies of Bidding Documents are made available on the above terms only for the purpose of obtaining Bids on the Work and not to confer a license or grant for any other use.

2.05 Digitizing and posting Bidding Documents on the Internet or on websites of prospective Bidders and other parties, or reproduction of Bidding Documents by others, is not permitted without Engineer's approval.

Article 3 - Qualifications of Bidders

3.01 To demonstrate qualifications to perform the Work, Bidder shall submit with the Bid the qualification data indicated in the Invitation to Bid, the following Paragraph(s) of Article 3, and the Bid Form. Bidders shall also be prepared to submit, within five calendar days after the Bid opening date, upon Owner's request, such additional data as may be pertinent to the Project.

3.02 The Bid of out-of-State Bidders and their Subbidder(s), if any, shall contain evidence of qualification to do business in the Commonwealth of Pennsylvania or covenant to obtain such qualification prior to and as a condition of award of a Contract.

3.03 To obtain information concerning qualifications of a Bidder, the Owner requires that a completed Experience Questionnaire be submitted on the form included in the Bidding Documents. Bidder shall include the completed Experience Questionnaire with the Bid.

3.04 It is a requirement of this Contract that successful Bidder provides confirmation of compliance with Act 127 of 2012, by submitting a “Public Works Employment Verification Form“ (Document 00511) as a pre-condition to being awarded a contract for this Project.

3.05 Submission of financial information is not required with the Bid, but the Owner reserves the right to request such information as part of the Bid evaluation process.

3.06 It is a requirement of the Contract that Bidders shall have a minimum (5) year, (5) project documented experience in the type of Work required by this Project. Submit required documentation with the Bid.

3.07 Failure, or refusal, to submit documentation required by the Invitation to Bid, this Article 3, and the Bid Form will be reason for rejection of the Bid. Following are additional reasons for rejection of the Bid:

- A. Failure to submit the Bid and other Bidding Documents, on the forms included in the Project Manual.
- B. Failure to sign the Bid Form or any of the required affidavits and other documents attached to it.
- C. Failure to furnish the required Bid Security.
- D. Failure to include a unit/lump sum price for each item on the Bid Form, including Alternates.
- E. The inclusion by Bidder of conditions or qualifications not provided for in the Bidding Requirements and Bidding Documents.
- F. Submission of incomplete Bid Form or other required documents.
- G. If the Bid Form contains any omissions, erasures, alterations, additions not called for, or irregularities of any other kind.
- H. If any bid prices are obviously unbalanced.
- I. When applicable, non-attendance at a mandatory pre-bid meeting and if applicable, site visit.
- J. Debarment by a Commonwealth agency, political subdivision, or Federal agency.

- K. Having been declared in default on prior projects.

Article 4 - Examination of Contract Documents and Site

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

- A. To examine thoroughly the Bidding Documents;
- B. To visit the site and become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- C. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- D. To study and carefully correlate Bidder's knowledge and observations with the Bidding Documents and such other related data; and
- E. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents.
- F. Obtain such additional or supplementary examinations, investigations, explorations, tests studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
 - 1. Bidder shall be responsible for restoration of areas disturbed due to supplementary examinations, investigations, explorations, and tests concerning existing aboveground and underground conditions at, or contiguous to the Site.

4.02 Refer to the Supplementary Conditions for identification of:

- A. Those reports of explorations and tests of subsurface conditions at or contiguous to the site.
- B. Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site.
- C. To the extent provided in the Supplementary Conditions, Owner will make copies of such data available to any Bidder requesting them. These data are for information only and are not part of the Bidding Documents.

4.03 Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Article 4, Paragraphs 4.02, 4.03, and 4.04 of the General Conditions, as amended by the Supplementary Conditions.

4.05 Refer to Paragraph SC-6.13.C of the Supplementary Conditions for information on Safety and Protection at the site, as it relates to Owner's safety programs, if any.

4.06 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.07 The provisions of this Article 4 do not apply to Hazardous Environmental Conditions at the site; provisions concerning these conditions appear in Article 4, Paragraph 4.06 of the General Conditions.

Article 5 - Availability of Lands for Work

5.01 The lands upon which the Work is to be performed, rights-of-way and easements for temporary or permanent access, and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access required for temporary construction facilities, or storage of construction equipment and of Products to be incorporated in the Work shall be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Bidding Documents.

Article 6 - Interpretations and Addenda

6.01 All questions about the meaning or intent of the Bidding Documents shall be directed in written form, by fax or e-mail, to the Engineer. Interpretations, or clarifications, considered necessary by Engineer in response to such questions, will be issued by Addenda, mailed or faxed to all parties recorded by Engineer as having purchased the Bidding Documents and, if applicable, been present at the pre-bid meeting and site visit. Questions received later than ten

calendar days prior to the date for opening of Bids, or the deadline, if any, indicated on the Invitation to Bid, may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations, or clarifications will not be binding, or legally effective.

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

Article 7 - Bid Security

7.01 Each Bid shall be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price and in the form of a certified or bank check, an irrevocable letter of credit, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraphs 5.01, 5.02, and 5.03 of the General Conditions.

- A. All instruments of Bid security shall be valid and remain in effect for at least 120 days from the date of the bid opening.
- B. Substitute Bid Bond forms are not acceptable.
- C. An electronic copy of the Bid security must be submitted with the Bid.
- D. If a Bid Bond is used, it shall be mandatory that the power of attorney accompanying the Bid Bond evidencing the authority of the person signing on behalf of the surety company to sign the Bid Bond shall be dated the same date as the Bid Bond. Further, it shall be mandatory that the Bid Bond itself be dated the same date as the Bid, as well as signed by the principal Bidder and the surety company through its authorized representative. Failure to comply with any of the aforesaid shall result in the disqualification of the Bid, which Bid shall not thereafter be considered.

7.02 The Bid security and financial information, if any, of the three apparent lowest responsive and responsible Bidders will be retained until the Successful Bidder has furnished the required Performance and Payment Bonds, and Insurance Certificate, and Successful Bidder and Owner have executed the Agreement.

7.03 Owner may annul the Notice of Intent to Award, if the apparent Successful Bidder fails or refuses to execute and deliver to the Owner the Agreement, together with the required Performance and Payment Bonds or other forms of security, and Insurance Certificate, within the number of calendar days specified in the Notice of Intent to Award. Bidder shall be considered in Default, and the full amount of its Bid Security shall be forfeited.

Article 8 - Contract Time

8.01 The number of calendar days within which, or the date by which the Work shall be substantially completed (the Contract Time) are set forth in the Agreement.

Article 9 - Liquidated and Other Damages

9.01 Provisions for liquidated and other damages, if any, are set forth in the Agreement.

Article 10 - Substitutions and “Or Equal” Items

10.01 Bids shall be based on Products and methods covered in the Specifications and shown on the Drawings. When a Product specification includes the name or names of manufacturer(s), Bids shall be based on a Product which: (1) meets all Specification requirements; and (2) is produced by one of the manufacturers specifically named in the Specifications for that particular Product.

- A. Requests for substitutions, “or Equal” for Products or methods other than those specified in the Project Manual, will not be considered prior to the Bid opening date. Refer to Supplementary Conditions Paragraphs SC-6.05.A through SC-6.05.L for procedures to be used in making, and costs to Contractor associated with, such requests after award of the Contract.

Article 11 - Subcontractors

11.01 Article 6, Paragraph 6.06.B of the General Conditions, as amended by Paragraph SC-6.06.B.1 of the Supplementary Conditions, sets forth requirements as to the approval of Subcontractors.

11.02 The Bidder shall submit, with the Bid, a list of proposed Subcontractors on the form supplied with the Bidding Documents.

11.03 Each subcontractor is required to provide confirmation of compliance with Act 127 of 2012, by submitting to the Successful Bidder, a “Public Works Employment Verification Form” (Document 00511) as a pre-condition to being awarded a subcontract for this Project.

Article 12 - Bid Form

12.01 The Bid Form and other required Bidding Documents are contained within the Project Manual. Bids must be submitted on forms bound in these documents, or on duplicates provided by the Engineer (or Issuing Office); substitute Documents are not acceptable. If the forms bound within the Project Manual are used for the originals, they must be removed from the Project Manual for enclosing in the Bid envelope.

- A. All blank spaces for Bid prices must be completed in ink or by typewriter and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. The Bid price of each item on the Bid Form must be stated in numerals and in words. Subject to the Owner's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word; corrections to the mathematical totals shall be signed and dated by the person making the correction. When Owner

corrects mathematical errors, it shall strike the wrong total with a RED line, so that the original total remains visible.

12.02 The Bid of an individual must be signed by the individual personally; the individual's signature must be witnessed; and the individual's business address and any business trade name must be stated. The Bid of a partnership must state the names and addresses of all partners, and the partnership business name and address; and it must be signed by all general partners, with the signatures witnessed. The Bid of a corporation must show the State of incorporation and the principal office address, and must be signed by the President or Vice President, with the corporate seal affixed, attested by the Secretary or Assistant Secretary. Bids by limited liability companies must be executed in the limited liability company name and signed by all members. The state of formation and official address of the limited liability company must be shown below the signature lines.

12.03 All names must be typed or printed below the signature.

12.04 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which must be filled in on the Bid Form).

12.05 The address, e-mail, telephone number, and fax number of Bidder, and the name, e-mail, and telephone number of the individual to whom communications regarding the Bid are to be directed, must be shown.

12.06 The Bid Form may call for lump sum prices, unit prices, or a combination of both.

- A. If the Bid form calls for lump sum prices, the Bidder shall state a single lump sum price for the entire Work, or single lump sum prices for each portion of the Work, subject to a lump sum price as set forth in the Bid form, as applicable. Any such lump sum price or prices shall include all the work described in the Contract Documents as being part of the Work.
- B. If the Bid Form calls for unit prices, the Bidder shall state a single unit price for each item to be furnished or work to be done as set forth in the Bid Form. The Bid Form indicates, opposite each item for which a unit price is required, the Engineer's estimated quantity of units of such items which will be required in the prosecution of the Work; and the Bidder shall state in the space provided in the Bid Form the total price for such items, as computed by multiplying such estimated quantity of units of such item by the unit price bid.

12.08 Bid prices shall be all inclusive and shall include, if applicable, all taxes of whatever nature applicable to the Work.

12.07 Owner may be exempt from sales and use taxes for certain items to be incorporated into the Work. Each Bidder shall obtain legal advice to determine how and to what extent the Contractor may utilize the Owner's tax exemption. Owner will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

12.08 Submission of prices for all Alternates, if any, is mandatory.

12.09 The documents listed under Paragraph 6 of the Bid Form shall be provided as a single file.

Article 13 –Submission of Bids

13.01 Bids shall be submitted no later than the date and time, and at the place indicated in the Invitation to Bid, and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, when applicable, the designated construction contract for which the Bid is submitted), the name and address of the Bidder, and accompanied by the Bid security and other required documents. If submission of financial information is required with the Bid, seal documents within a separate envelope (bearing the Bidder's name), marked "FINANCIAL INFORMATION – CONFIDENTIAL," and enclose within the Bid envelope. If the Bid is sent through the mail or other delivery system, the sealed Bid envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face of it. **Bids submitted by means of telegraph, e-mail or facsimile machine will not be accepted.**

13.02 Documents to be submitted along with the Bid are specified on the Bid Form. Use loose forms included with the Project Manual or duplicate copies provided by the Engineer. If the forms bound within the Project Manual are used, the forms must be removed from the documents for enclosing in the Bid envelope.

13.03 The Bidder is solely responsible for delivering the Bid to the Owner at the location, and by the time of the Bid opening, designated in the Invitation to Bid. Owner, or Owner's authorized representative, will be available for the purpose of receiving Bids, at said location, immediately prior to the designated time of the Bid opening. No officer, employee, or agent of the Owner is authorized to accept receipt of a Bid on behalf of the Owner at any other time or place and the Owner shall have no responsibility for the receipt of mailed Bids or Bids delivered otherwise than to the Bid opening location as mentioned previously.

Article 14 - Modification and Withdrawal of Bids

14.01 Bids may be modified or withdrawn at any time prior to the Bid opening.

14.02 After the Bid opening, Bidder may withdraw its Bid, without forfeiture of Bid security, if Bidder submits credible evidence that there is an error in its Bid and such error was a clerical mistake as opposed to a judgement mistake and was due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of the Work; provided: (1) notice of claim of the right to withdraw Bid is made in writing to the Owner within two business days after opening of Bids; and (2) the withdrawal of the Bid will not result in the awarding of the Contract on another Bid of the same Bidder, Bidder's partner, or a corporation, or business venture owned by Bidder, or in which Bidder has a substantial interest. A Bidder which is permitted to withdraw a Bid shall not supply any Products or labor to, or perform any subcontract, or other work, for any entity awarded a Contract, or subcontract for performance of the Work for which the withdrawn Bid was submitted.

Article 15 - Opening of Bids

15.01 Bids will be opened and (unless obviously non-responsive) read aloud publicly at the time and place set forth in the Invitation to Bid.

15.02 An abstract of the amounts of Base Bids and major Alternates (if any) will be made available to Bidders after the opening of Bids.

Article 16 - Bids to Remain Subject to Acceptance

16.01 Bids shall remain open for a period of 60 days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds, or the award of a grant or grants, in which event the Bids shall remain open for a period of 120 days from the date of Bid opening. The Owner will either award the Contract within the applicable time period or reject all Bids, returning the Bid security to the Bidders. The apparent Successful Bidder and the Owner may mutually agree in writing upon an extension of the time period for the accepting of Bids.

Article 17 - Award of Contract

17.01 Owner reserves the right, without limitation, to reject any or all Bids, which are nonconforming, nonresponsive, unbalanced or conditional, and to reject the Bid of any Bidder, if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bidder is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all irregularities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

17.02 The Owner will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.03 In evaluating Bids, Owner will consider the qualifications of Bidders, if the Bids comply or do not comply with the prescribed requirements, and such Alternates, unit prices, and other data, as may be listed on the Bid Form, or as may be requested by Owner prior to the Notice of Intent to Award.

17.04 In evaluating Bids, Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work of which Owner, prior to Notice of Intent to Award, requests their identity. Owner also may consider, where applicable, the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Intent to Award.

17.05 In evaluating Bids, Owner may conduct such investigations, as Owner deems necessary, to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and

financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations, to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

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

17.07 If the Contract is to be awarded, Owner will give the apparent Successful Bidder a Notice of Intent to Award within the time limits prescribed in Article 16.

17.08 Bidders may be required by Owner, prior to and as a condition of Contract award, to execute and sign documents related to financing of the Project.

17.09 More than one bid from an individual, partnership, corporation, or an association under the same name or different names will not be considered. Reasonable grounds for believing that the Bidder is interested in more than one Bid for the same Work will cause the rejection of all Bids in which such Bidder is interested. Any or all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders; participants in such collusion will not be considered in future bidding.

17.10 Alternates, if any, will be considered and selected by Owner and the prices for the selected Alternates will be added to or deducted from the Base Bid price to arrive at an adjusted Bid price. Owner reserves the right to reject or select Alternates regardless of price attached to such Alternates. The adjusted Bid price will be used in comparing Bids and will be the basis for determining the "lowest" of all responsible, responsive Bidders.

17.11 Successful Bidder and its subcontractors shall submit Employment Verification Forms, in accordance with the PA "Public Works Employment Verification Act" (Act 127 of 2012), prior to and as a condition of award of a contract.

Article 18 - Contract Bonds and Insurance

18.01 Article 5 of the General Conditions sets forth Owner's requirements as to Performance and Payment Bonds to be provided by the Contractor. When the apparent Successful Bidder delivers the signed Agreement to Owner, it must be accompanied by the required Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the Contract Price, on the forms provided in the Bidding Documents. **Substitute Bond forms are not acceptable.**

18.02 Article 5 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to insurance to be carried by the Contractor. When the apparent Successful Bidder delivers the signed Agreement to the Owner, it must be accompanied by the required insurance certificate on the latest version of the Acord 25 Certificate of Insurance form. All policies of insurance shown on the Certificate of Insurance shall not be cancelled or materially changed until thirty days prior notice has been given by Contractor to Owner and Engineer and to each additional insured, and shall contain waiver provisions in accordance with General Conditions, Paragraph 5.07.

Article 19 - Signing of Agreement

19.01 When Owner gives a Notice of Intent to Award to the apparent Successful Bidder, it will be accompanied by four unsigned counterparts each of the Agreement (each with a copy of the Bid submission and, if applicable, the List of Proposed Subcontractors attached), Performance and Payment Bonds, or other forms of financial security. Apparent Successful Bidder shall sign and deliver to the Owner, within the calendar days specified in the Notice of Intent to Award, all counterparts of the Agreement accompanied by the executed Performance and Payment Bonds (with a Power-of-Attorney certificate attached to each), or other forms of financial security and four originals of the required insurance certificate(s).

- A. Successful Bidder(s)/Contractor(s) shall be responsible for all costs resulting from reviewing by Engineer, or others, of non-conforming, or incomplete Contract Document submissions prior to execution of an Agreement. Costs shall be deducted by Change Order from Contractor's first Application for Payment.
- B. By signing the Agreement, the Contractor agrees to hold the prices Bid for materials and equipment throughout the Project.

19.02 If the Owner finds the documents submitted by the apparent Successful Bidder acceptable, it will, within ten calendar days after receipt of such documents, complete the signing of the Agreement and submit two fully executed counterparts and accompanying documents to the Contractor.

19.03 If the Owner elects to issue a Notice to Proceed, such notice will accompany the fully executed copies of the Agreement. If a Notice to Proceed is not issued, the Contract Times will commence to run as specified in General Conditions, Paragraph 2.03, as amended by Supplementary Conditions Paragraph SC-2.03.

19.04 Owner may annul the Intent to Award, if the apparent Successful Bidder fails or refuses to execute and deliver to the Owner the Agreement, together with the required Performance and Payment Bonds, Insurance Certificate, and any other required Contract Document(s), within the number of calendar days specified in the Notice of Intent to Award; Bidder shall be considered in Default, and the full amount of its Bid Bond shall be forfeited.

Article 20 - Pre-Bid Meeting and Site Visit

20.01 A pre-bid meeting and site visit will be held at the time and place set forth in the Invitation to Bid. Engineer will transmit to all prospective Bidders present at the pre-bid meeting and site visit such Addenda, as Engineer considers necessary in response to questions arising at the meeting. Attendance at the pre-bid meeting and site visit is not required but is recommended.

END OF INSTRUCTIONS TO BIDDERS

BIDDING FORMS

DOCUMENT 00300

BID FORM

BIDDER (Name and Address):

PROJECT IDENTIFICATION: **NORTH WASHINGTON STREET
ROADWAY IMPROVEMENTS**

CONTRACT NUMBER AND IDENTIFICATION: **GENERAL CONSTRUCTION**

THIS BID IS SUBMITTED TO: **BOROUGH OF GREENCASTLE**
60 North Washington Street
Greencastle, PA 17225

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time(s) and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for a period of 60 days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds, or the award of a grant, or grants, in which event the Bids shall remain open for a period of 120 days from the date of Bid opening. Thirty-day extensions of the date for the award may be made by the mutual written consent of the Owner and the apparent Successful Bidder. Bidder agrees, if required by Owner prior to and as a condition of Contract award, to execute and sign any documents related to financing of the Project. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Documents within 15 days after the date of Owner's Notice of Intent to Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - 3.1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (Receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 3.2. Bidder has visited the site and has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;
- 3.3. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- 3.4. Bidder has carefully studied any available reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Paragraph SC-4.02 of the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions. Bidder acknowledges that any such reports and drawings are not Bidding Documents or Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Bidding Documents and Contract Documents.
- 3.5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Bidding Documents and Contract Documents.
- 3.6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents and Contract Documents.
- 3.7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Bidding Documents and Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 3.8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or

rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

3.9. That Bidder has reviewed the requirements of the Pennsylvania Commonwealth Financing Authority, Multimodal Transportation Fund Grant in the Exhibit. (Receipt of all which is hereby acknowledged):

Date

4. Bidder shall complete the Work for the lump sum prices and/or unit price(s) shown below. Stipulated prices (including those for Contingency Items) in the Bid Form shall be **all-inclusive**. They shall include furnishing all labor, superintendence, necessary equipment, utilities, and facilities, furnishing and installing all Products described in the Drawings and Specifications, performing all work necessary for, or incidental to completing the Work, Contractor’s overhead, profit and burden costs and performing all other obligations imposed by the Agreement. Refer to Section 01025 for description of pay items

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price (\$)</u>	<u>Extended Price In Figures (\$)</u>
1.	Maintenance and Protection of Traffic During Construction	LS			\$ _____
2.	Furnish and Install Roof Leader Drains	EA	3	\$ _____	\$ _____
3.	Construct Straight Concrete Curb and Curb End Treatments	LF	1,450	\$ _____	\$ _____
4.	Construct Depressed Concrete Curb and Transition Curb for Driveways and Sidewalks	LF	610	\$ _____	\$ _____
5.	Construct Concrete Sidewalks	SF	10,800	\$ _____	\$ _____
6.	Construct Type 1A – ADA Curb Ramps	SF	45	\$ _____	\$ _____
7.	Construct Type 1A – ADA Curb Ramps w/ Shared Landing	SF	108	\$ _____	\$ _____

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price (\$)</u>	<u>Extended Price In Figures (\$)</u>
8.	Construct Blended ADA Curb Ramps	SF	505	\$ _____	\$ _____
9.	Construct Type 1A Driveway Aprons	SF	1,260	\$ _____	\$ _____
10.	Construct Type 3A Driveway Aprons	SF	1,405	\$ _____	\$ _____
11.	Furnish and Place 6" of Aggregate Subbase	SY	3,520	\$ _____	\$ _____
12.	Furnish and Place 3" Bituminous Base Course	SY	3,520	\$ _____	\$ _____
13.	2" Bituminous Driveway Restoration	SY	275	\$ _____	\$ _____
14.	Hot Thermoplastic 6" White Crosswalk Line Pavement Markings	LF	290	\$ _____	\$ _____
15.	Hot Thermoplastic 4" White Parking Line Pavement Markings	LF	475	\$ _____	\$ _____
16.	Hot Thermoplastic 24" Stop Bar Pavement Markings	LF	30	\$ _____	\$ _____
17.	Hot Thermoplastic Handicap Symbol Pavement Markings	EA	1	\$ _____	\$ _____
18.	Furnish and Plant Deciduous Imperial Honey Locust	EA	4	\$ _____	\$ _____
19.	Seeded Area Restoration	LS			\$ _____

Total of Items 1 through 19: BASE BID PRICE (Figures): _____

BASE BID PRICE (Words): _____

Contingency Items

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price (\$)</u>	<u>Extended Price In Figures (\$)</u>
20.	Miscellaneous Concrete	CY	10	\$ _____	\$ _____
21.	Miscellaneous Unclassified Excavation	CY	25	\$ _____	\$ _____
22.	Miscellaneous Aggregate for Backfill and Other Uses	CY	25	\$ _____	\$ _____
23.	Furnish and Place Subgrade Stabilization Grid	SY	1,000	\$ _____	\$ _____

Equipment Rate Schedule:

	<u>Description</u>	<u>Hourly Rate (\$)</u>	<u>Daily Rate (\$)</u>
24.	Backhoe	\$ _____	\$ _____
25.	Mini Excavator	\$ _____	\$ _____
26.	Medium-Large Excavator	\$ _____	\$ _____
27.	Rubber Tired Loader	\$ _____	\$ _____
28.	Track Loader	\$ _____	\$ _____
29.	Skid Loader	\$ _____	\$ _____
30.	Vibratory Drum Roller	\$ _____	\$ _____
31.	Tandem Axle Dump Truck	\$ _____	\$ _____
32.	Triaxle Dump Truck	\$ _____	\$ _____
33.	Air Compressor with Jack Hammer	\$ _____	\$ _____

Total of Items 20 through 23: BASE BID PRICE (Figures): _____

BASE BID PRICE (Words): _____

Bid Items 20 through 33 are Contingency Items, to be used during construction, to address unanticipated soil and other construction conditions throughout the Project. Quantities given above for "Contingency Items" are not guaranteed. Final payment will be based on actual quantities. **Extended prices for "Contingency Items" will be included in the total Bid Price used to evaluate Bids, but will not be included in the initial Contract Price. Any difference between estimated and final quantities increases in market value of Products**

and services, or complexity of work will not be considered reason for increase of unit prices.

Note: BASE BID PRICE does not include the ALTERNATES.

Alternates

Alternates described below will, at the option of the Owner, be considered as additions or deductions to the Base Bid Price above. **Submission of a price on alternates is mandatory. Failure to submit a price will result in rejection of the Bid.**

Alternate Bid items are described in Section 01025.

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price (\$)</u>	<u>Extended Price In Figures (\$)</u>
A.	Borough Office Sidewalk Replacement				
A1.	Construct Straight Concrete Curb and Curb End Treatments	LF	25	\$ _____	\$ _____
A2.	Construct Concrete Sidewalks	SF	38	\$ _____	\$ _____
A3.	2" Bituminous Driveway Restoration	SY	7	\$ _____	\$ _____
A4.	Seed Area Restoration	LS			\$ _____
5.	Bidder agrees that the Work will be substantially complete on or before the dates or within the number of calendar days indicated in the Agreement; and accepts the provisions of the Agreement as to liquidated and other damages in the event of failure to complete the Work on time.				
6.	The following documents are attached to and made a condition of this Bid:				
6.1	Required Bid Security in the form of _____.				
6.2	Experience Questionnaire; Document 00400.				
6.3	List of Proposed Subcontractors; Document 00450.				
6.4	Non-Collusion Affidavit; Document 00460.				
6.5	Legal Eligibility Affidavit; Document 00465.				
6.6	Financial Interest Affidavit; Document 00466.				
6.7	Nondiscrimination/Sexual Harassment Clause; Document 00512.				

6.8 Evidence of Bidder's and its Sub-bidder(s) qualification to do business in the Commonwealth of Pennsylvania or covenant to obtain such qualification prior to and as a condition of award of the Contract (for PA - to be provided if Bidder/Sub-bidder is out of State).

7. Communications concerning this Bid will be addressed to (Bidder's Contact Person):

Phone: () _____
Fax: () _____
Company Email Address: _____

8. The terms used in this Bid are defined and have the meanings assigned to them in the General Conditions, as may be amended by the Supplementary Conditions, included as part of the Bidding Documents.

9. Bidder acknowledges that the Bid Price is based on Products and methods described and named in the Drawings and Specifications.

10. Bidder certifies that (s)he visited the site on _____, _____, 2023.

INTENDING TO BE LEGALLY BOUND, the undersigned submits the forgoing Bid this ____ day of _____, 2023.

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Bidder is a Limited Liability Company – All Members Must Sign)

Name of Company

Address of Company

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

(If Bidder is a Partnership - All General Partners Must Sign)

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

DOCUMENT 00350

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF GREENCASTLE
60 North Washington Street
Greencastle, PA 17225

Project Bid Date:

Project Identification:

**NORTH WASHINGTON STREET ROADWAY
IMPROVEMENTS**

Contract Number and Identification:

GENERAL CONSTRUCTION

BOND

Date:

Amount:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the full-face amount of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents, the executed Agreement required by the Bidding Documents, and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance Bonds, Payment Bonds, Certificates of Insurance, or other documents required by the Bidding Documents and Contract Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt of Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award, provided that the time for issuing Notice of Award shall not in the aggregate exceed 120 days from Bid opening date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid opening date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the first page of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The terms used in this Bid Bond which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Bidder is a Limited Liability Company – All Members Must Sign)

Name of Company

Address of Company

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

(If Bidder is a Partnership - All General Partners Must Sign)

_____	_____
	Name of Partnership
_____	_____
	Address of Partnership
_____	_____
Signature of Witness	Signature of Partner
_____	_____
Signature of Witness	Signature of Partner
_____	_____
Signature of Witness	Signature of Partner

(If Bidder is a Corporation)

Attest:

_____	_____
	Name of Corporation
_____	_____
Signature of Secretary or Assistant Secretary	Address of Principal Office
(Corporate Seal)	_____
	State of Incorporation

	Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

NOTE: Substitute Bid Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.

END OF BID BOND

DOCUMENT 00400

EXPERIENCE QUESTIONNAIRE

PROJECT IDENTIFICATION: **NORTH WASHINGTON STREET ROADWAY IMPROVEMENTS**

CONTRACT IDENTIFICATION: **GENERAL CONSTRUCTION**

SUBMITTED TO: **BOROUGH OF GREENCASTLE**
60 North Washington Street
Greencastle, PA 17225

BY: _____ (-Corporation
(-Partnership
(-An Individual

PRINCIPAL OFFICE ADDRESS _____

The signer of this questionnaire attests to the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What type of business is Bidder's company? _____

2. How many years has Bidder's company been performing work as a Contractor, or Subcontractor of the type required for this Project? _____

3. Provide information on all service contracts currently in progress.

<u>Contract Amt.</u>	<u>Type of Work (±)</u>	<u>% Completed</u>	<u>Name and Address of Owner(*)</u>	<u>Engineer/ Architect(*)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(*) Provide name of contact person.

(±) Identify if work was performed as a Contractor or Subcontractor

4. What projects, comparable to this Project, has Bidder's company completed within the last five (5) years?

<u>Contract Amt.</u>	<u>Type of Work (±)</u>	<u>When Completed</u>	<u>Name and Address of Owner (*)</u>	<u>Engineer/ Architect (*)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(*) Provide name of contact person.

(±) Identify if work was performed as a Contractor or Subcontractor

5. Has Bidder's company ever defaulted on a contract, or failed to complete a contract? _____

If yes, where and why? _____

6. Has Bidder's company ever been debarred? If yes, when, why and by which agency, or political subdivision?

7. Has Bidder's company ever been involved in litigation? If yes, when, why and with which agency, or political subdivision?

8. Has the Bidder, or any of the company's executives ever been found guilty of a felony? If yes, when and why?

9. List names, addresses, and phone numbers of individuals, or companies referenced in Item 4, that may be contacted by Owner, or Engineer to obtain references.

10 What is the construction experience of the principal individuals of Bidder's company?

Individual's Name	Present Position or Office	Magnitude and Type of Work	In What Capacity?

STATE OF _____

COUNTY OF _____

_____ being duly sworn deposes and says that (s)he is _____ of _____
Title Name of Company

and attests that the answers to the foregoing questions and all statements therein are true and correct.

Signature

Sworn to before me this _____ Day of _____, 20 _____

My commission expires

Signature of Notary Public

Type or print name below each signature.

END OF EXPERIENCE QUESTIONNAIRE

DOCUMENT 00450

LIST OF PROPOSED SUBCONTRACTORS

PROJECT IDENTIFICATION: **NORTH WASHINGTON STREET ROADWAY IMPROVEMENTS**

CONTRACT NUMBER AND IDENTIFICATION: **GENERAL CONSTRUCTION**

SUBMITTED TO: **BOROUGH OF GREENCASTLE**
60 North Washington Street
Greencastle, PA 17225

List proposed subcontracts as required in Instructions to Bidders.

Description of Subcontract	Subcontractor's Name	Subcontractor's Address

Signature

Typed or Printed Name

Date _____

Title

NOTE: This List of Proposed Subcontractors must be submitted with the Bid, and failure to submit will be reason for rejection of the Bid.

END OF LIST OF SUBCONTRACTORS

DOCUMENT 00460

NON-COLLUSION AFFIDAVIT

I state that I am _____ of _____
(title) (firm)

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

I state that:

(1) The prices 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 nor the amount of this Bid, and neither the approximate price nor approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or a 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 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, subsidiaries, officers
(name of firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract except as follows:

I state that _____ understands and acknowledges
(name of firm)

the above representations are material and important and will be relied upon by the Owner in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Owner the true facts relating to the submission of bids for this Contract.

(name of firm)

By: _____

Title _____

Sworn to before me this _____ Day of _____, 20__

My commission expires:

Signature of Notary Public

Type or print name below each signature.

END OF NON-COLLUSION AFFIDAVIT

DOCUMENT 00465

LEGAL ELIGIBILITY AFFIDAVIT

(TO BE SUBMITTED BY PRIME BIDDER AND EACH OF ITS SUBCONTRACTORS)

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

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers.

To the best of my knowledge and belief, I state that within the last five (5) years
_____, its affiliates, subsidiaries, offices, directors and employees have not:
(Name of Contractor)

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred or otherwise disqualified from entering into any contract with any Commonwealth agency, political subdivision, or Federal agency;
3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
5. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

I state that _____ understands and acknowledges the above
(Name of Contractor)

representations are material and important and will be relied upon by the Owner in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Owner the true facts relating to the submission of bids for this Contract.

(Name of Contractor)

Printed Name

Signature of Authorized Individual

Title

Sworn to before me this _____ Day of _____, 20 ____ I hereunto set my hand and official seal.

Notary Public

END OF LEGAL ELIGIBILITY AFFIDAVIT

DOCUMENT 00466

FINANCIAL INTEREST AFFIDAVIT

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

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers.

I certify that _____, its affiliates, subsidiaries, offices,
(Name of Contractor)

directors and employees **DO NOT** have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract.

OR

I certify that _____, its affiliates, subsidiaries, offices,
(Name of Contractor)

directors and employees **DO** have a financial interest in other contractor, subcontractor, or supplier providing services, labor, or material under this contract, and **shall disclose the financial interest in writing at the time of bid submission.**

I state that _____ understands and acknowledges the above
(Name of Contractor)

representations are material and important and will be relied upon by the Owner in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Owner the true facts relating to the submission of bids for this Contract.

(Name of Contractor)

Printed Name

Signature of Authorized Individual

Title

Sworn to before me this _____ Day of _____, 20 _____ I hereunto set my hand and official seal.

Notary Public

END OF FINANCIAL INTEREST AFFIDAVIT

CONTRACT FORMS

DOCUMENT 00500

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2023
by and between BOROUGH OF GREENCASTLE,
hereinafter called the Owner,

and

A Corporation known as _____
organized and existing under the laws of the State of _____

A Partnership known as _____
consisting of the following partners _____

a Limited Liability Company known as _____
consisting of the following partners/members _____

An Individual, _____, trading as

whose address is _____
City of _____
State of _____, hereinafter called the Contractor,

WITNESSETH, that the parties hereto for the consideration stated do mutually agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 The Contractor agrees to furnish all labor, superintendence, materials, necessary equipment, and other utilities and facilities for, perform all work necessary for or incidental to, and perform all other obligations imposed by this Agreement for, the complete Work in connection with **NORTH WASHINGTON STREET ROADWAY IMPROVEMENTS**, herein called for, all in strict accordance with the Contract Documents as prepared by ARRO Consulting, Inc., acting as and entitled the Engineer in this Agreement.

1.2 The Contract Documents are defined in the General Conditions as amended by the Supplementary Conditions. The Contract Documents comprise the entire Agreement between Owner and Contractor and are incorporated in this Agreement and made a part hereof. The Contract Documents may only be altered, amended, or repealed as described in Paragraph 3.04 of the General Conditions.

1.2.1 In the event of a discrepancy among Contract Documents, the provisions of this Agreement (Document 00500) and the provisions of the Supplementary

Conditions (Document 00800) shall take precedence over the Standard General Conditions.

1.3 The Drawings for the Work covered under this Agreement consist of the following sheets:

<u>Sheet No.</u>	<u>Title</u>
1 of 15	TITLE SHEET
2 of 15	EXISTING CONDITIONS
3 of 15	DEMOLITION PLAN
4 of 15	SITE PLAN
5 of 15	ADA CURB RAMPS
6 of 15	ADA CURB RAMPS
7 of 15	ADA CURB RAMPS
8 of 15	ROADWAY PROFILES
9 of 15	CONSTRUCTION DETAILS
10 of 15	CONSTRUCTION DETAILS
11 of 15	STORMWATER DRAINAGE PLAN
12 of 15	STORMWATER DETAIL
13 of 15	EROSION AND SEDIMENT CONTROL PLAN
14 of 15	EROSION AND SEDIMENT CONTROL DETAILS
15 of 15	ALTERNATE A DEMOLITION PLAN, SITE PLAN & DETAILS

ARTICLE 2 - CONTRACT TIMES

2.1 The Work shall be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in General Conditions Paragraph 2.03.A, as amended by Supplementary Conditions Paragraph SC-2.03.A, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

2.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 2.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,500 for each calendar day that expires after the time specified in Paragraph 2.1 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 2.1 above for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay

Owner \$1,500 for each calendar day that expires after the time specified in Paragraph 2.1 above for completion and readiness for final payment.

2.3 Additional Damages: In addition to the liquidated damages amount(s) specified above under Paragraph 2.2, Contractor also agrees to reimburse Owner for all administrative, legal, engineering, and construction observation costs associated with Contractor's failure to meet any deadline specified above under Article 2; and all actual damages that may result from Contractor's defective work including but not limited to additional administrative, legal, engineering, and construction observation costs.

ARTICLE 3 - CONTRACT PRICE, PAYMENT, AND RETAINAGE

3.1 The Owner shall pay, and the Contractor shall receive and accept as full payment for the performance of the Contractor's obligations hereunder, the price(s) stipulated in the Bid Form hereto attached and, in the manner, as specified in the General Conditions subject to the retainage provisions set forth below. Stipulated prices in the Bid Form shall be all inclusive. They shall include furnishing all labor, superintendence, necessary equipment, utilities and facilities, furnishing and installing all Products described in the Drawings and Specifications, performing all work necessary for, or incidental to completing the Work, Contractor's overhead and profit costs and performing all other obligations imposed by this Agreement.

3.2 Retainage

3.2.1 The Owner shall withhold ten percent of the amount of approved Applications for Payment until the Work is 50% completed. When the Work is 50% completed, one-half of the amount retained by Owner shall be returned to Contractor; provided that the Engineer approves the payment of this portion of the retained amount; and, provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.

3.2.2 After the Work is 50% complete, and up to the date of Substantial Completion, subsequent approved Applications for Payment shall be paid by Owner, subject to withholding by Owner of five percent of each such approved Application for Payment, so that the total amount withheld from Contractor shall not exceed five percent of the value of completed Work, based on approved Applications for Payment.

3.2.3 After the Work is Substantially Complete, in accordance with General Conditions Paragraph 1.01.A.44, as amended by Supplementary Conditions Paragraph SC-1.01.A.44, subsequent approved Application(s) for Payment shall be paid, by Owner, subject to withholding, by Owner, of an amount equal to one and one-half times the amount required to complete any uncompleted minor items, provided there is no specific cause for greater withholding.

3.2.4 In the event that a dispute arises between the Owner and the Contractor, which dispute is based on increased costs incurred by one contractor occasioned by delays or other actions of another contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld by

the Owner from the Contractor until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a Bond satisfactory to Owner to indemnify Owner against the claim.

3.3 Final Payment. Upon final completion and acceptance of the Work in accordance with General Conditions Paragraph 14.07, Owner shall pay the remainder of the Contract Price less the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Owner in connection with the Work, as recommended by Engineer in accordance with said General Conditions Paragraph 14.07.

3.4 Interest. The final payment if not paid when due in accordance with General Conditions Paragraph 14.07 shall bear interest at the rate of 10 percent per annum, or when the Owner has issued bonds to finance the Project, at the rate of interest of the bond issue, whichever is less. No interest will be paid on progress payments.

ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents, including "technical data."

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.

4.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

4.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Paragraph SC-4.02 of the Supplementary Conditions. Contractor accepts the determination set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in Paragraph 4.02 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or

data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

4.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

4.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

4.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5 - MISCELLANEOUS

5.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, as modified by the Supplementary Conditions, will have the meanings indicated in the General Conditions.

5.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

5.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

5.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.5 Paragraph SC-6.03.A.1 of the Supplementary Conditions directs the Contractor(s) to hold the prices Bid for equipment and materials throughout the Project.

5.6 Paragraph SC-6.05.L of the Supplementary Conditions provides for charging the Contractor for costs associated with any request for substitution made by the Contractor.

5.7 Section 01300 of the General Requirements provides for charging the Contractor for costs associated with review of any submittals which are classified as excess re-submittals; that is, any re-submittal beyond the first. Contractor agrees to compensate Owner for such charges by allowing deductions from Contractor's progress payments.

5.8 Contractor agrees to compensate Owner for such charges incurred under Paragraphs 5.6 and 5.7 above.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by General Conditions Paragraph 14.07 shall be settled by filing a complaint in the Court of Common Pleas of Franklin County, Pennsylvania, and litigating said matters in said forum.

6.2 The Contractor shall continue the Work and maintain the Progress Schedule, during all disputes or disagreements with Owner in accordance with General Conditions Paragraph 6.18, unless otherwise directed by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Contractor is a Limited Liability Company – All Members Must Sign)

	_____ Name of Company
	_____ Address of Company
_____ Signature of Witness	_____ Signature of Member
_____ Signature of Witness	_____ Signature of Member
_____ Signature of Witness	_____ Signature of Member

(If Contractor is a Partnership - All General Partners Must Sign)

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

(If Contractor is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

(Owner)

Attest:

Owner's Organizational Name

Owner's Address

Signature

Signature

Title

Title

Type or print name below each signature.

END OF AGREEMENT



DOCUMENT 00511

(TO BE PROVIDED BY CONTRACTOR AND EACH OF ITS SUBCONTRACTORS)

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ **State** _____ **Zip Code** _____

Contractor **Subcontractor** (check one)

Contracting Public Body BOROUGH OF GREENCASTLE

Contract/Project No. GENERAL CONSTRUCTION/11172.03

Project Description NORTH WASHINGTON STREET ROADWAY IMPROVEMENTS

Project Location BOROUGH OF GREENCASTLE, FRANKLIN COUNTY, PA

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

DOCUMENT 00512

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Applicant (known herein as “Grantee”) agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts’ enforcement, and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is

presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantee’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Signature

Date

Printed Name

Title

Company Name

DOCUMENT 00610

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF GREENCASTLE
60 North Washington Street
Greencastle, PA 17225

AGREEMENT

Amount:

Project Identification:

**NORTH WASHINGTON STREET ROADWAY
IMPROVEMENTS**

Contract Number and Identification:

GENERAL CONSTRUCTION

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the Performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. If the Contractor performs the Work, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Article 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Work. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Work, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor default; and
 - 3.2 The Owner has declared a Contractor default and formally terminated the Contractor's right to complete the Work. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Paragraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Work in accordance with the terms of the Agreement with the Owner.

4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Work; or

4.2 Undertake to perform and complete the Work itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Work, and pay to the Owner the amount of damages as described in Article 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Article 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Work, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for:
 - 6.1.1 Completion of the Work, as defined in Article 1 of the General Conditions.
 - 6.1.2 Correction of defective work during the Correction Period, as defined in General Conditions Paragraphs 13.07.A through 13.07. E. and, where applicable, as amended by the Supplementary Conditions.
- 6.2 Additional legal (including litigation), design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.

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

8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders, and other obligations.

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

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the front page.

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

12. Definitions:

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the

Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.

- 12.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- 12.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.
- 12.4 The terms used in this Performance Bond which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

(If Contractor is an Individual)

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

(If Contractor is a Limited Liability Company – All Members Must Sign)

	_____ Name of Company
	_____ Address of Company
_____ Signature of Witness	_____ Signature of Member
_____ Signature of Witness	_____ Signature of Member
_____ Signature of Witness	_____ Signature of Member

(If Contractor is a Partnership - All General Partners Must Sign)

	Name of Partnership

	Address of Partnership
_____	_____
Signature of Witness	Signature of Partner
_____	_____
Signature of Witness	Signature of Partner
_____	_____
Signature of Witness	Signature of Partner

(If Contractor is a Corporation)

ATTEST:

	Name of Corporation
_____	_____
Signature of Secretary or Assistant Secretary	Address of Principal Office
(CORPORATE SEAL)	_____
	State of Incorporation

	Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

NOTE: Substitute Performance Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.

END OF PERFORMANCE BOND

DOCUMENT 00620

PAYMENT BOND

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF GREENCASTLE
60 North Washington Street
Greencastle, PA 17225

AGREEMENT

Amount:

Project Identification:

**NORTH WASHINGTON STREET ROADWAY
IMPROVEMENTS**

Contract Number and Identification:

GENERAL CONSTRUCTION

BOND

Date:

Amount:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Work as defined by the Agreement, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless the Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Work, provided the Owner has promptly notified the Contractor and the Surety (at the address shown above) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address shown on page one) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address shown on page one) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Article 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Article 4, the Surety shall promptly and at the Surety's expense take the following actions.
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 - 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or the Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant under this Section 6.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Work and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Work are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraphs 4.1 or 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Agreement, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page one. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the front page.

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

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

15. Definitions:

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Work. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Work, architectural and engineering services required for performance of the Work of the

Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.

15.3 The terms used in this Payment Bond which are defined in the General Conditions have the same meaning assigned to them in the General Conditions.

(If Contractor is an Individual)

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

(If Contractor is a Limited Liability Company – All Members Must Sign)

	_____ Name of Company
	_____ Address of Company
_____ Signature of Witness	_____ Signature of Member
_____ Signature of Witness	_____ Signature of Member
_____ Signature of Witness	_____ Signature of Member

(If Contractor is a Partnership - All General Partners Must Sign)

_____	_____
Signature of Witness	Name of Partnership
_____	_____
Signature of Witness	Address of Partnership
_____	_____
Signature of Witness	Signature of Partner
_____	_____
Signature of Witness	Signature of Partner
_____	_____
Signature of Witness	Signature of Partner

(If Contractor is a Corporation)

ATTEST:

_____	_____
Signature of Secretary or Assistant Secretary	Name of Corporation
_____	_____
(CORPORATE SEAL)	Address of Principal Office
_____	_____
	State of Incorporation
_____	_____
	Signature of President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

NOTE: Substitute Payment Bond Form is not acceptable. Failure to submit Bond on this form will be reason for rejection of Bid.

END OF PAYMENT BOND

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations applicable where the Project is located. Amendments made to this document, by the Engineer or others, are described in the Supplementary Conditions of the Contract. This document is to be used in conjunction with the Supplementary Conditions of the Contract.

(*) Indicates General Conditions Article/Paragraph which has been amended, in whole or in part, by the Supplementary Conditions. Selection of Supplementary Conditions Paragraphs is Project driven; i.e. not all amended Articles/Paragraphs are applicable to every Project.

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STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

* 1.01 *Defined Terms*

*A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
- *8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
- *12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and

- other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
 19. *Engineer*—The individual or entity named as such in the Agreement.
 20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
 21. *General Requirements*—Sections of Division 1 of the Specifications.
 22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
 23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
 24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
 25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
 26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
 - *27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
 28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
 29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 30. *PCBs*—Polychlorinated biphenyls.
 31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
 32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
 33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
 - *34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
 35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
 - *36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
 37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- *44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.
- *1.01.A.52 through 1.01.A.57.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

- does not conform to the Contract Documents; or
- does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- has been damaged prior to Engineer’s recommendation of final

payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

- The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which

Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

Work.

*4.

* 2.02 *Copies of Documents*

*A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

*B.

* 2.03 *Commencement of Contract Times; Notice to Proceed*

*A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

* 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

*A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

*B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

* 2.05 *Before Starting Construction*

*A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

*3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. *Standards, Specifications, Codes, Laws, and Regulations*
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to

Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

*3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

*B. *Resolving Discrepancies:*

- *1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall

take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and

Engineer and specific written verification or adaptation by Engineer.

- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must

comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

* 4.02 *Subsurface and Physical Conditions*

*A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

*B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be

employed by Contractor, and safety precautions and programs incident thereto; or

- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or
- 3. differs materially from that shown or indicated in the Contract Documents; or
- 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

* 4.04 *Underground Facilities*

*A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

*3.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the

Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous

Environmental Conditions that have been identified at the Site.

- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with

Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the

scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

* 5.01 *Performance, Payment, and Other Bonds*

- *A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
 - *1.
- *B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published

in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

*1.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

*D.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

* 5.03 *Certificates of Insurance*

*A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

*B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

* 5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of

tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

*B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

*C.

*5.05 *Owner's Liability Insurance*

- *A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

* 5.06 *Property Insurance*

- *A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by

enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- *B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- *C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

*D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

*E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

* 5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the

rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

*B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

*3.

*C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

*5.08 *Receipt and Application of Insurance Proceeds*

*A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account

thereof, and the Work and the cost thereof covered by an appropriate Change Order.

*B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage

necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

*6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- *B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

*1., *2. & *3.

* 6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- *B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

*1. & *2.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

* 6.05 *Substitutes and "Or-Equals"*

*A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

*1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

*a. in the exercise of reasonable judgment Engineer determines that:

- *1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- *2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- *3) it has a proven record of performance and availability of responsive service.

*b. Contractor certifies that, if approved and incorporated into the Work:

- *1) there will be no increase in cost to the Owner or increase in Contract Times; and

*2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

*2. *Substitute Items:*

*a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

*b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

*c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

*d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

*1) shall certify that the proposed substitute item will:

- *a) perform adequately the functions and achieve the results called for by the general design,
- *b) be similar in substance to that specified, and c) be suited to the same use as that specified;

*2) will state:

- *a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial

Completion on time,

- *b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
- *c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- *3) will identify:
 - *a) all variations of the proposed substitute item from that specified, and
 - *b) available engineering, sales, maintenance, repair, and replacement services; and
- *4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

*B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

*C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized

until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

*D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

*E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

*F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

*G. - *L.

* 6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

*B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier,

or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

*1.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

*G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

*1.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other

dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

* 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

*B.

* 6.09 *Laws and Regulations*

- *A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

*1. – *7.

- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

* 6.10 *Taxes*

- *A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

* 6.11 *Use of Site and Other Areas*

*A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

*4.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- *C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
*1.

- *D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

*1. & *2.

6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during

construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

* 6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- *C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

*1.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

* 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss.

Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

*B. & *C.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent

submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any

disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

* 6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- *C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

*8.

* 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- *C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - *1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - *2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE*** 7.01 *Related Work at Site***

- *A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - *1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - *2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's

failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

* 7.02 *Coordination*

*A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

*1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

*2. the specific matters to be covered by such authority and responsibility will be itemized; and

*3. the extent of such authority and responsibilities will be provided.

*B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

* 7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

*D.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

*8.04 *Pay When Due*

*A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

* 8.06 *Insurance*

*A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with

ARTICLE 8 – OWNER'S RESPONSIBILITIES

* 8.01 *Communications to Contractor*

*A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

*8.13 *Resident Project Representative*

- *A.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

* 9.01 *Owner's Representative*

- *A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the

Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

* 9.03 *Project Representative*

- *A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order

justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12. D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

* 9.09 *Limitations on Engineer's Authority and Responsibilities*

- *A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

*1., *2. & *3.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques,

sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

* 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

*C.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;

2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

**11.01 Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not

employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in

discharge of duties connected with the Work.

- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any

Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

*B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or

indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

*6.

*C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

* 11.02 Allowances

*A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

*B. *Cash Allowances:*

*1. Contractor agrees that:

- *a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- *b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been

included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

**C. Contingency Allowance:*

*1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

*D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

**ARTICLE 12 – CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES**

** 12.01 Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

*B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

*2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

*C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

*1. a mutually acceptable fixed fee; or

*2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

** 11.03 Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

*C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

*D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner

- a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
- b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

* 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

*E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

* 13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

*B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph

13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction

or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

* 13.07 *Correction Period*

- *A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- *C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work,

the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- *D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- *E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.
- *F. & *G.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected

Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

* 14.02 *Progress Payments*

*A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

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*B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- *5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.
- *e.
- C. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.
- D. *Reduction in Payment:*
1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by

Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

* 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- *C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver

to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

* 14.05 *Partial Utilization*

- *A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - *1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - *2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - *3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer

will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

- *4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

* 14.07 *Final Payment*

*A. *Application for Payment:*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
- *2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - *b. consent of the surety, if any, to final payment;

- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

- 3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

- 1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without

prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. reasonable expenses directly attributable to termination.

- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum

finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

*ARTICLE 16 – DISPUTE RESOLUTION

*16.01 *Methods and Procedures*

- *A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- *B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- *C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - *1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - *2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - *3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

* 17.02 *Computation of Times*

- *A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

* 17.07 *Resident Project Representative Responsibilities and Authority*

SUPPLEMENTARY CONDITIONS

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-1.01.A

Add the following new *Defined Terms* to General Conditions Paragraph 1.01.A:

52. *Consultant* – A person, firm, or corporation having a contract with Owner or Engineer to furnish services as Owner's or Engineer's independent professional associate with respect to the Project and who is identified as such in the Supplementary Conditions.
53. *Emergency* – An occurrence which in the opinion of the Owner, the Owner's Representative, or the Contractor requires immediate attention by the Contractor and for which written notice to the Contractor, or the Owner, due to the urgency of the occurrence, cannot be issued within the time stipulated by the General Conditions.
54. *Imminent Danger* - Any conditions or practices in any place of employment, which are such that a danger exists, which could reasonably be expected to cause death or serious physical harm to a person immediately or before the imminence of such danger can be eliminated.
55. *Mobilization/Demobilization* - This work consists of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the Work required under the Contract at the time of award. It does not include mobilization and demobilization of Contractor's subcontractors, or for specific items of the Work for which payment is provided elsewhere in the Contract. Mobilization shall not be considered as work in fulfilling the Contract requirements for commencement of the Work.
 - a. Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary facilities for the Contractor's and others' (in case of multiple Contracts) operations at the site.

- b. Demobilization shall include all activities and costs for removal and transportation from the site, at completion of the Work, of personnel, equipment and supplies no longer required, or included in the Contract; including the disassembly, removal and site cleanup of offices, buildings, and other facilities assembled on the site specifically for performance of the Work.

56. *Products* – New materials, machinery, components, equipment, fixtures, systems, and any other item which will become or has become a permanent physical portion of the Work. The term “Products” may also include materials, equipment, or components removed from existing facilities that may, if specifically permitted by the Contract Documents, be re-used in the Work. The term “Products” does not include machinery and equipment used for preparation, fabrication, conveying, or erection of the Work.

SC-1.01.A.8

Delete General Conditions Subparagraph 1.01.A.8 in its entirety.

SC-1.01.A.12

Delete General Conditions Paragraph 1.01.A.12 in its entirety and insert the following in its place:

12. *Contract Documents* The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, and which are incorporated in the Agreement by reference, and are made a part of it, consist of the Agreement, together with all written amendments,, Addenda, Contractor’s Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Intent to Award), which is attached to the Agreement, Performance, Payment and other required Bonds, the General Conditions, the Supplementary Conditions, any special conditions dictated by a funding or other regulatory agency, the Specifications, the Drawings (which are identified in the Agreement), Notice to Proceed, Change Orders, Work Change Directives, Field Orders and Engineer’s written interpretations and clarifications issued pursuant to General Conditions Paragraphs 3.04.A, 3.04.B.1 and 3.04.B.3 on or after the Effective Date of the Agreement. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

SC-1.01.A.27

Amend the defined term “Notice of Award” to read “Notice of Intent to Award.”

SC-1.01.A.34

Delete General Conditions Subparagraph 1.01.A.34 in its entirety and insert the following in its place:

34. *Project Manual* – The bound document containing the Invitation to Bid, Instructions to Bidders, Bidding Documents, Contract Documents, General Conditions, Supplementary Conditions, the Specifications (Divisions 1 through 16, as applicable), and any attached supplementary exhibits, appendices, and attachments.

SC-1.01.A.36

Delete General Conditions Subparagraph 1.01.A.36 in its entirety and insert the following in its place:

36. *Resident Project Representative* – A representative of either the Owner or Engineer who may be assigned to the Project site on either a full- or part-time basis. The duties, responsibilities, and limitations on authority of the Resident Project Representative are specified in Supplementary Conditions paragraph SC-17.07.

SC-1.01.A.44

Add the following new subparagraph to General Conditions Subparagraph 1.01.A.44:

- a. In accordance with PA Act 317 of 1978, as amended by Pennsylvania Public Works Contract Regulation Law Act 142 of 1994, in no event will the Work be certified as substantially complete until at least 90 percent of Work is completed. Partial utilization of any portion of the Work does not constitute Substantial Completion for that portion. Refer to Section 01700 for additional requirements to be met prior to Engineer issuing a “Definitive Certificate of Substantial Completion”.

SC-2.02.A

Delete General Conditions Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner will furnish to Contractor (1) set of the Contract Documents in electronic PDF format.

SC-2.03.A

Delete General Conditions Paragraph 2.03.A in its entirety and insert the following in its place:

- A. The Contract Times will commence to run on the Effective Date of the Agreement, or if a Notice to Proceed is given on the date indicated on the Notice to Proceed.

SC-2.05.A

Amend General Conditions Paragraph 2.05.A by deleting from the first line the words "...Effective Date of the Agreement..." and replacing them with "...date when the Contract Times commence to run...".

Add the following new subparagraph to General Conditions Paragraph 2.05.A:

- 4 Preliminary Progress Schedule shall include a time estimate for performing work required by each contingency item, if any, listed in the Bid Form.

SC-2.05.B

Add the following new Paragraph immediately after General Conditions Paragraph 2.05.A:

- B. *Insurance Certificates:* Before any Work at the site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with General Conditions Paragraph 5.04 and Supplementary Conditions Paragraph SC-5.06.

SC-3.03.B

Add the following new subparagraph to General conditions Paragraph 3.03.B:

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

SC-4.02

Delete General Conditions Paragraphs 4.02.A and 4.02.B, including their subparagraphs, in their entirety and delete all references to them elsewhere in the Contract Documents.

SC-4.04.A

Add the following new subparagraph to General Conditions Paragraph 4.04.A:

3. Refer to Specification Section 02015 for additional information pertaining to underground utilities.

SC-5.01.B

Add the following new subparagraph to General Conditions Paragraph 5.01.B:

1. The Payment Bond and the Performance Bond, or other instruments of financial security, to be supplied by the Contractor shall be in the forms included in the Contract Documents, and no other forms shall be acceptable.

SC-5.01.D

Add the following new Paragraph immediately after General Conditions Paragraph 5.01.C:

- D. *Additional Bonds:* If Contract Price or Contract Times are changed in accordance with General Conditions Article 10, Owner may require that Contractor's bonds and insurance policies be modified to reflect such changes. Any resulting changes in Contractor's bond and insurance costs will be paid for in accordance with General Conditions Paragraph 11.01.A.5.i.

SC-5.03

Delete General Conditions Paragraphs 5.03A and 5.03.B in their entirety and replace with the following:

- A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain in accordance with General Conditions Paragraph 5.04 and Supplementary Conditions Paragraphs SC-5.04
- B. Contractor shall submit evidence of required insurance coverage on the most current Accord 25 "Certificate of Insurance" form. All the policies of insurance required to be purchased and maintained by Contractor shall not be cancelled or materially changed until thirty days prior notice has been given by Contractor to Owner and Engineer and to each additional insured, and shall contain waiver provisions in accordance with General Conditions Paragraph 5.07, as amended by Supplementary Conditions Paragraphs SC-5.07.A and SC-5.07.B.

SC-5.04.B

Amend General Conditions Subparagraph 5.04.B.1 by inserting the word "non-contributory" between the words "primary" and "coverage" at the end of the Subparagraph.

SC-5.04.C

Add the following new Paragraph immediately after General Conditions Paragraph 5.04.B:

C. The limits of liability for the insurance required by General Conditions Paragraphs 5.04.A.1 through 5.04.B.6 inclusive shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations; coverage shall be per project and per occurrence:

1. Workers' Compensation, and related coverages under General Conditions Paragraphs 5.04.A.1 and 5.04.A.2:
 - a. State: Statutory
 - b. Applicable Federal Statutory
(e.g. Longshoreman's):
 - c. Employer's Liability: \$1,000,000
2. Contractor's General Liability under General Conditions Paragraphs 5.04.A.3 through 5.04.A.6, which shall include completed operations and product liability coverage; and eliminate the exclusion with respect to property under the care, custody and control of Contractor(*):
 - a. General Aggregate: \$2,000,000
 - b. Products – Completed Operations \$1,000,000
Aggregate:
 - c. Personal and Advertising Injury: \$1,000,000
 - d. Each Occurrence (Bodily Injury \$1,000,000
and Property Damage):
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage's, where applicable.
 - f. Blasting hazards, where applicable.
 - g. Excess or Umbrella Liability: (**)

General Aggregate: \$2,000,000

Each Occurrence: \$2,000,000

(*) If Contractor's insurance does not allow eliminating the exclusion with respect to property under its care, custody and control, Contractor shall provide, by endorsement, "Voluntary Property Damage" coverage in the amount of the full replacement cost of the damaged property.

(**) If Contractor has lower underlying coverage than required above under Paragraphs SC-5.04.C.2.a through SC-5.04.C.2.d, Contractor may provide additional coverage to at least satisfy the required amount.

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury and Property Damage, Combined Single Limit of: \$1,000,000

4. The Contractual Liability coverage required by General Conditions Paragraph 5.04.B.3 shall provide coverage for not less than the following amounts:

a. Bodily Injury and Property Damage (Each Occurrence):

Combined Single Limit \$1,000,000

5. Additional Insured:

- a. Borough of Greencastle (OWNER)
- b. ARRO Consulting Inc. (ENGINEER)

Contractor shall be responsible for any deductible, or self-insured retention.

Contractor's insurance agent shall indicate on the insurance certificate, or by separate letter, that the limits required herein and shown on the certificate have not been reduced by an outstanding claim; and that the specific coverages required under Paragraph SC- 5.04 are provided in the Comprehensive General (Public) Liability Policy.

SC-5.05.A

Delete General Conditions Paragraph 5.05.A in its entirety.

SC-5.06

Delete General Conditions Paragraphs 5.06.A through 5.06.E, including their subparagraphs, in their entirety.

SC-5.07.A

Amend General Conditions Paragraph 5.07.A by inserting the words "and non-contributory" immediately after the word "primary" at the end of the ninth line.

Add the following new Subparagraph to General Conditions Paragraph 5.07.A:

1. Notwithstanding the provisions of Paragraph 5.07.A, any waiver of rights by the Owner shall be effective only to the extent of actual recovery of insurance proceeds.

SC-5.07.B

Add the following new Subparagraph to General Conditions Paragraph 5.07.B:

3. Notwithstanding the provisions of Paragraph 5.07.B and its Subparagraphs, any waiver of rights as contemplated shall be effective only if such waiver is permitted by Owner's policies.

SC-5.08

Delete General Conditions Paragraph 5.08, including its subparagraphs, in its entirety.

SC-6.02.B

Add the following new subparagraphs to General Conditions Paragraph 6.02.B:

1. Regular working hours for the Project are defined as 7 A.M. to 5 P.M. Monday through Friday.
2. If Owner consents to Contractor working during non-regular hours or on Saturday, Sunday, or any legal holiday, Contractor shall reimburse Owner for wages, salaries, and expenses paid to Owner's and Engineer's personnel which, in the Owner's judgment, are required to be present at the Project site during the Contractor's Work. Contractor's reimbursement to Owner for these extra personnel costs will be in the form of deduction from a progress payment. Contractor's superintendent shall also be present during performance of Work during non-regular hours, or on Saturday, Sunday, or any legal holiday.

SC-6.03.A

Add the following new subparagraph immediately after General Conditions Subparagraph 6.03.A:

1. The cost for equipment and materials to be provided for the Project must be held to the amounts Bid for such equipment and materials which, by signing the Agreement are agreed to by all parties.

SC-6.05

Delete General Conditions Paragraphs 6.05.A through 6.05.F, including their Subparagraphs, in their entirety and insert the following new Paragraphs 6.05.A through 6.05.L in their place:

- A. “Or-Equal”: If in Engineer’s sole discretion a Product proposed by Contractor is functionally the same, is fully equivalent in quality and durability, and is sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed Product may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements, specified in the following Paragraphs 6.05.C. through 6.05.J., for acceptance of proposed substitute items.
- B. Substitute Items: If in Engineer’s sole discretion a Product proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A. above, it will be considered a proposed substitute item. The determination as to whether the Product is an “or-equal” or a proposed substitute item will be made during Engineer’s review of the Product Shop Drawing, as defined in Article 1 of the General Conditions. If the Product proposed by the Contractor is not considered an “or-equal” Product, the Shop Drawing will be returned to the Contractor with the notation “Returned for Correction”. Contractor will then be required to proceed as specified in the following Paragraphs 6.05.C through 6.05.J.
- C. Submit three copies of request for substitution, plus the number required to be returned to the entity making the request, to the Engineer. Each request for substitution shall cover one Product only.
- D. Requests for Equal or substitutions will be accepted only from a prime Contractor on the Project and, if requests are permitted during the Bidding period, from a Bidder as defined in the Instructions to Bidders.
- E. If Instructions to Bidders allow requests for Equal or substitutions during the Bidding period, time the submittal so that Engineer receives request for at least 18 days prior to the Bid opening date.
- F. Submit, with request for substitution, Shop Drawings, Product data, warranty information, case histories, lists of projects on which the Product has been successfully used, test reports, manufacturer’s company profile, name and address of manufacturer’s service organization, and other data as required to establish that proposed substitute Product is fully equivalent in quality to the Product of the named manufacturer(s) and meets all Specification requirements.
- G. Submit, with request for Equal or substitution, the dollar amount which the Owner will receive as a credit toward the Contract Price if the Equal or substitution is approved. The Owner and Engineer reserve the right to make an independent investigation of the cost savings, to negotiate with the Contractor to increase the credit, and to reject a proposed Equal or substitution if the credit is considered insufficient.

- H. Attach letters, provided by other contractors whose work may be affected by the proposed substitution, stating that the substitution will either have no effect on their work or that the substitution will affect their work and that the entity making the request for substitution has agreed to pay any extra costs which may be incurred if the substitution is approved. (This requirement does not apply during the Bidding period.)
- I. The entity submitting the request for Equal or substitution shall include, on its transmittal letter, the signed statement: “The signer of this letter certifies that all requirements of Supplementary Conditions Paragraph SC-6.05.I have been or will be met”. The signer of the transmittal letter, by making this statement, affirms that: the proposed substitute Product has been investigated and has been found to equal or exceed in quality and durability the Product of the named manufacturer(s) and, further, that it meets all Specification requirements; all other prime contractors on the Project have been contacted as to the effect of the proposed substitution on their work and that letters from all other prime contractors are being submitted with the request (this condition does not apply during the Bidding period); the same Product warranty, which would have been provided by the named manufacturer(s), will be provided for the substitute Product; the entity submitting the request for substitution will coordinate installation of the proposed substitute and make any required changes in the Work at no additional cost to the Owner; the entity submitting the request for substitution will not make claims for additional costs, including but not limited to costs resulting from increases in purchase price(s) and installation costs of accepted substitute Product(s), or additional time required to implement the substitution; the entity making the request for substitution will reimburse the Owner for all costs associated with review by Engineer, or others, of the request for substitution, all redesign costs, and all costs required to obtain re-approval from regulatory agencies; all licenses required for use of the proposed substitute Product will be obtained and paid for by the entity submitting the request for substitution and such license(s) will be transferred to the Owner; if required by the Engineer, the entity submitting the request for substitution will provide a special performance warranty or bond (separate from the Contract Performance Bond) as a condition of Engineer’s acceptance of the proposed substitute Product (such bond may be in an amount up to 200 percent of the dollar value of the Product as determined by the Engineer).
- J. Engineer will notify the entity submitting the request, in writing, of decision to accept or reject proposed substitute Product.
- K. The procedures for proposed substitute means, methods, techniques, sequences, or procedures shall be equivalent to those specified above in Paragraphs 6.05.A. through 6.05.J.
- L. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without Engineer’s prior written approval. Engineer will record time required by Engineer and Engineer’s Consultants in evaluating substitutions, making any required revisions to Contract Documents, and obtaining

re-approval from regulatory agencies. Contractor will be charged for the recorded man-hours, whether or not substitution is approved, at Engineer's and Engineer's Consultant's current hourly rates. Charges shall be subtracted from the Contractor's next progress payment.

SC-6.06.B

Add the following new subparagraph to General Conditions Paragraph 6.06B:

1. Instructions to Bidders and these Supplementary Conditions require that a list of proposed Subcontractors and their Experience Questionnaire be submitted with the Bid. Contractor shall not make substitutions of Subcontractors shown on the list, or additions of Subcontractors, after award of a Contract, without prior written approval of Owner or Engineer. Engineer will be allowed a reasonable time within which to investigate each proposed substitute or new Subcontractor. Engineer will be the sole judge of acceptability, and no substitute/new Subcontractor will perform any portion of the Work without Engineer's prior written approval. Engineer will record time required by Engineer in investigating the proposed substitute/new Subcontractor(s). Contractor shall be charged for the recorded man-hours, whether or not substitution is approved, at Engineer's current hourly rates. Charges will be subtracted from the Contractor's next progress payment.

SC-6.06.G

Add the following new sub-paragraph to General Conditions Paragraph 6.06.G:

1. If a written agreement between the Contractor and a Subcontractor or supplier is not obtained, Contractor, Subcontractor or supplier will not be entitled to payment for any additional Work performed or changes to Work performed by Subcontractor or Supplier.

SC-6.08.B

Add the following new Paragraph immediately after General Conditions Paragraph 6.08.A:

- B. Unless otherwise noted within the contract documents, Contractor shall be responsible for all inspections and reporting required for any permits.

SC-6.09.A

Add the following new subparagraph(s) to General Conditions Paragraph 6.09.A:

1. The Contractor shall comply with Commonwealth of Pennsylvania minimum wage rate laws and regulations. The applicable provisions of the regulations and the wage rate determination are provided in Document 00810.

2. The Contractor and its Subcontractors are subject to the provisions of the Pennsylvania Public Works Employment Verification Act, Act 127 of 2012, which requires, as a pre-award condition, that Contractor and its Subcontractors provide confirmation of their participation in the e-verify program, operated by the Department of Homeland Security, to determine whether a person seeking employment with them is citizen or legal resident of the United States.
3. The Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended by Act 159 (HB 1840) of 2012. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments), which have been produced in the United States, except in cases where these products are not produced in sufficient quantities in the United States.
4. The Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
5. The Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 50 of 2017, Underground Utility Protection Law AKA PA One Call Law (the Law), which requires contractors to notify public utilities prior to starting excavation or demolition work.
6. The Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
7. The Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 (Prompt Pay Act), as it relates to timely payment by Contractor/Subcontractor to its Subcontractors and suppliers.

SC-6.10.A

Delete General Conditions Paragraph 6.10.A in its entirety and insert the following in its place:

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

SC-6.11.A.4

Add the following new subparagraph immediately after General Conditions subparagraph 6.11.A.3:

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

SC-6.11.C.1

Add the following new subparagraphs to General Conditions Paragraph 6.11.C:

1. Cleaning shall continue up to Final Payment and final acceptance of the Work by Owner. Site cleaning shall include, but not be limited to removal of weeds from all areas within the limits of the Project site.

SC-6.11.D

Add the following new subparagraphs to General Conditions Paragraph 6.11.D:

1. The Contractor shall determine the legal dimensional and load limits on all roads and bridges over and under which equipment and materials will be moved. In the event that loads or dimensions exceed legal limits, the Contractor shall obtain the necessary permits, pay permit fees, and comply with all regulations for moving such loads.
2. Contractor shall be responsible for damages to structures, roads and bridges resulting from loads or dimensions exceeding legal or design limits.

SC-6.16

Add the following new Paragraphs immediately after General Conditions Paragraph 6.16.A:

- B. The Contractor shall provide during non-working hours a maintenance crew to correct conditions, which are hazardous to the public or detrimental to proper system operation. If the Contractor refuses, or fails to correct the problem within a reasonable period of time, the Owner will have the necessary corrections performed by others and the full cost of the work shall be deducted from Contractor's subsequent Application for Payment. Names, addresses, and telephone numbers of the Contractor's emergency repair personnel shall be submitted to the Owner and Engineer at the pre-construction conference.
- C. In the event of an emergency if Contractor refuses, or fails to respond to Owner's directive to make necessary corrections Owner may stop work immediately, and without seven days' written notice as required by General Conditions Paragraph 15.02.

SC-6.19.C

Add the following new subparagraph immediately after General Conditions subparagraph 6.19.C.7:

8. any contract between Owner and subcontractor regarding the correction of defective work.

SC-6.20.C

Delete General Conditions Paragraph 6.20.C in its entirety. Including its subparagraphs, and insert the following in its place:

- C. The indemnification obligations of the Contractor under Paragraph 6.20.A shall not extend to the liability of the Engineer, Engineer's Consultants, agents, officers, directors, or employees arising out of errors or omissions of any of them in the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or the giving or failure to give directions or instructions, relating to design of the Work, as opposed to Project Construction procedures, by the Engineer, its agents or employees, if such giving or failure to give is the primary cause of the injury or damage.

SC-8.04

Insert the following text at the end of General Conditions Paragraph 8.04.A:

“...unless otherwise dictated by a State/Federal law or regulation, or agreed to by Owner and Contractor.”

SC-8.06

Delete General Conditions Paragraph 8.06 in its entirety.

SC-9.03.A

Delete General Conditions Paragraph 9.03.A in its entirety and insert the following in its place:

- A. Engineer will assign a Resident Project Representative to the Project site. The responsibilities and authority of the Resident Project Representative, and their limitations, will be as provided in Supplementary Conditions Paragraph SC-17.07

SC-9.09.A

Add the following new subparagraphs under General Conditions Paragraph 9.09.A:

1. The Engineer will give the Contractor all desired assistance in interpreting specifications, drawings, or written instructions. Such assistance or lack thereof

shall not relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.

2. The fact that the Engineer has permitted faulty work, or work to be performed not in accordance with the Contract Documents will not prevent the Engineer or Owner from requiring that the Contractor corrects any faults or incorrect construction immediately at no additional cost to the Owner.
3. The Engineer may not enter into any agreement with a Subcontractor which binds the Owner to make payments for work performed by the Subcontractor absent express written permission by the Owner for the specific work and Subcontractor involved.

SC-10.01.C

Add the following new Paragraph immediately after General Conditions Paragraph 10.01.B.

- C. When submitting a Change Order request, the Contractor shall provide such information as the Engineer and Resident Project Representative may require for the preparation of the Change Order in accordance with the General Conditions. Such information may include, but not be limited to, the following:
 1. Itemized description of the addition, deletion, or revision to the Work.
 2. Itemized description of the change in the Contract Price, including itemized contractor's/subcontractor's labor costs and materials pricing data to enable determination of the necessity and reasonableness of the costs. For work performed by subcontractor(s), documentation may require submittal of actual invoices.
 3. Description of the change, if any, in the Contract Time. The Contractor shall submit adequate documentation to satisfactorily prove that the nature of the delay actually and unavoidably will impact the Contract Times.

SC-11.01.B

Add the following new subparagraph to General Conditions Paragraph 11.01.B:

6. Costs associated with retaining Contractor's and others' own or rented equipment on the site, but not utilized, due to work stoppage or any other reason, including but not limited to addressing unforeseen, unknown and differing subsurface or physical conditions.

SC-11.01.C

Amend General Conditions Paragraph 11.01.C by inserting the following words prior to the word "Agreement" at the end of the first sentence:

“...Bid Form which is attached to the...”

SC-11.03.C

Amend General Conditions Subparagraph 11.03.C by revising the third line to read as follows:

“...to cover Contractor’s overhead, profit and burden for each...”

Amend General Conditions Subparagraph 11.03.C by inserting the following words at the end of the Paragraph:

“..., in addition to all required labor, material, equipment, facilities and services.

SC-11.03.D

Amend General Conditions Subparagraph 11.03.D by inserting the following words at the beginning of the Paragraph:

D. “Unless otherwise noted in the Bid Form, or elsewhere in the Contract Documents...”

SC-12.01.B

Add the following new Subparagraph immediately after General Conditions Subparagraph 12.01.B.3:

4. Where the Work involves locating and repairing unmarked, or incorrectly marked, underground utilities or utilities previously (concealed) damaged, or which due to age must be replaced, Contractor shall be reimbursed as required by specification Section 02015.

SC-12.01.B.2

Amend General Conditions Subparagraph 12.01.B.2 by deleting the words within the parentheses and replacing them with the following:

...(which may include a fee for overhead and profit in accordance with General Conditions Paragraph 12.01.C.2)...

SC-12.01.C.1

Amend General Conditions Paragraph 12.01.C by deleting subparagraph 1.

SC-12.01.C.2

Amend subparagraph 12.01.C.2 of the General Conditions by deleting the following words at the beginning of the subparagraph:

“...if a fixed fee is not agreed upon, then...”.

SC-12.03.

Add the following at the end of General Conditions Paragraph E:

“.....Costs resulting from such delays, including but not limited to liquidated damages, regulatory agencies’ penalties, and delay claims and associated costs by other contractors, shall be deducted, by Change Order, from Contractor’s Final Application for Payment in accordance with the Agreement

1. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays attributable by Contractor to the complexity of the Work.

Add the following new Paragraphs immediately after General Conditions Paragraph 12.03.E:

- F. When Contractor has submitted to Owner a schedule for completing the Work within a shorter time period than the Contract Times, or Milestones indicated in the Agreement, Contractor will not be entitled to any claims for additional costs, of any type, or delays, if the Contractor-submitted time schedule is for any reason exceeded, but its completion date is still within the Contract Times indicated in the Agreement.
- G. Contractor shall submit to Engineer detailed documentation, which shall include associated costs, reason(s), including but not limited to those described in General Conditions Paragraph 12.03.A , and responsible party, for all delays beyond the control of the Contractor.

SC-13.03.B

Amend General Conditions Paragraph 13.03.B by deleting the word “Owner” at the beginning of the Paragraph and replacing it with the following:

“Unless otherwise specified in Section 01025 of the Project Manual, Contractor...”

SC-13.07.C

Delete General Conditions Paragraph 13.07.C and replace with the following:

- C. Correction Period for Products placed into service prior to the date of Substantial Completion, as defined in Supplementary Conditions Paragraph SC-1.01.44, shall not begin any earlier than the date of Substantial Completion for the entire Project (the Work).

SC-13.07.E

Amend General Conditions Paragraph 13.07.E by deleting the text "...any applicable statute of limitations or repose." from the end of the Paragraph and replacing it with "...Supplementary Conditions Paragraph SC-13.07.F.

SC-13.07.F

Add the following new Paragraph immediately after General Conditions Paragraph 13.07.E:

- F. The obligations of the Contractor to correct *defective work*, beyond the specified Correction Period, shall survive acceptance of the Work and termination of the Contract by the Owner by an additional time period, which shall begin on the date of discovery of the *defective work*, but not earlier than the date of termination of the specified Correction Period, which additional time period shall be specific to the jurisdiction in which the Project is located. Correction of *defective work* during this extended Correction Period shall be at the Contractor's expense.

SC-14.02.A

Add the following new subparagraph immediately after General Conditions subparagraph 14.02.A.3:

4. Conditions relating to payment for Products suitably stored on the Project site or elsewhere, but not yet incorporated in the Work, are given in General Requirements Section 01025 of the Project Manual.

SC-14.02.B.5

Add the following new subparagraph immediately after General Conditions subparagraph 14.02.B.5.d:

- e. the amount of retainage is less than the amount of anticipated liquidated and other damages to be deducted from final payment.

SC-14.04.C

Amend General Conditions Paragraph 14.04.C by deleting the following words from the end of the first sentence and inserting them in the last sentence, after the parenthesis"

" . . . , which shall fix the date of Substantial Completion"

SC-14.05.A

Delete General Conditions Paragraph 14.05.A₂ including its subparagraphs and the heading "Partial Utilization," in their entirety. Delete all other General Conditions references to Paragraph 14.05.A and "Partial Utilization."

SC-14.07.A.2.b

Amend General Conditions Subparagraph 14.07.A.2.b to read as follows:

- b. consent of surety to final payment;

SC-16

Delete General Conditions Article 16 and all references to it elsewhere in the Contract Documents, in its entirety. For dispute resolution, refer to Article 6 of the Agreement.

SC-17.02.A

Delete General Conditions Paragraph 17.02.A in its entirety and replace with the following:

- A. When any period of time is referred to in the Contract Documents by “day(s)” it will be defined to mean “calendar day(s)” except when it is contained within a Federal or State legal act, or statute, in which case it will be as defined by the legal act or statute.

SC-17.07

Add the following new Paragraph immediately after General Conditions Paragraph 17.06:

17.07 *Resident Project Representative Responsibilities and Authority*

- A. A Resident Project Representative (RPR) will be assigned to the Project site. The responsibilities and authority and limitations thereon of the RPR will be as follows:
 - 1. Schedules: Review the progress schedule and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2. Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, pre-installation conferences and other project-related meetings.
 - 3. Liaison:
 - a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent to assist in understanding the intent of the Contract Documents.
 - b. Serve as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-site operations.
 - c. Assist in obtaining from Owner or Engineer additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:
 - a. Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - b. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved.
5. Review of Work, Rejection of Defective Work, Inspections, and Tests:
 - a. Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever any work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - c. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to Engineer
6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. Modifications:
 - a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with recommendations to Engineer. Transmit to Contractor decisions as issued Engineer.
 - b. Allow minor deviations from Drawings or Specifications when Resident Project Representative is considered to be in the best position to make such decisions on a timely basis.
8. Records:

- a. Maintain orderly files of correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings and Specifications issued subsequent to the execution of the Agreement, Engineer clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - b. Monitor Contractor's work on Record Documents.
 - c. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions on Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer
 - d. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.
9. Reports:
- a. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Report immediately to Engineer upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that certificates, Operation and Maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents.
12. Completion: Conduct closeout and final inspections in the company of Engineer, Owner, and Contractor, and assist in preparation of lists of items to be completed or corrected.
13. The authority of the RPR is limited and (s)he is not authorized to:

- a. Exceed limitations of authority as set forth in the Agreement or other Contract Documents.
- b. Undertake any of the responsibilities of Contractor, Contractor's subcontractors and suppliers, or Contractor's superintendent.
- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- d. **Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work, with the exception when, in RPR's opinion, conditions of imminent danger exist. If such conditions exist, RPR shall:**
 - 1) **Immediately notify Contractor's on-site safety representative and require that the work be stopped.**
 - 2) **Concurrently RPR shall immediately notify Owner and Engineer of the work conditions and resulting action.**

END OF DOCUMENT

**DUTIES OF CONTRACTOR
UNDER PENNSYLVANIA
PREVAILING WAGE ACT**

DOCUMENT 00810

DUTIES OF CONTRACTOR UNDER PENNSYLVANIA PREVAILING WAGE ACT

1. The provisions of the Pennsylvania Prevailing Wage Act (the Act), approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the regulations issued pursuant thereto, are hereby incorporated into and made a part of the Contract Documents. The Act and its regulations can be found at www.dli.pa.gov.
2. Incorporated into the Contract Documents are the following requirements. These requirements shall apply to all Work performed by the Contractor and to all Work performed by all Subcontractors.
 - 2.1 The general prevailing minimum wage rates, including contributions for employee benefits as they have been determined by the Secretary of Labor and Industry (the “Secretary”), must be paid to the workmen employed in the performance of the Contract. The Contractor shall comply with the conditions of the Act and the regulations issued pursuant thereto, to assure the full and proper payment of said rates.
 - 2.2 These provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all Subcontractors.
 - 2.3 The Contractor shall insert in each of his Subcontracts all of the stipulations contained herein and such other provisions as may be required under applicable law.
 - 2.4 No workmen may be employed on the public work except in accordance with the classifications set in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set in 34 PA Code § 9.107 shall be followed.
 - 2.5 All workmen employed or working on the public work shall be paid unconditionally, regardless of whether a contractual relationship exists, or the nature of a contractual relationship which may be alleged to exist between a Contractor, Subcontractor and workmen, not less than once a week, without deduction, or rebate, on any account, either directly, or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Act, or these regulations will prohibit the payment of more than the general prevailing minimum wage rates, as determined by the Secretary, to any workman on public work.

- 2.6 The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place, or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
- 2.6.1 Name of project.
 - 2.6.2 Name of public body for which it is being constructed.
 - 2.6.3 The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determinations for the particular project.
 - 2.6.4 The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - 2.6.5 A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification, or that the Contractor or Subcontractor are not complying with the Act, or these regulations, they may file a protest with the Secretary within (3) months of the date of the occurrence. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within (6) months from the occurrence of the event creating such right.
- 2.7 The Contractor and all Subcontractors shall keep an accurate record showing the name, craft and classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for (2) years from the date of payment and shall be open at reasonable hours to the inspection of the public body awarding the Contract and to the Secretary, or his duly authorized representative.
- 2.8 Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and its rules shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as

an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.

- 2.9 Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits, which the Secretary has determined to be included in the general prevailing minimum wage rate, shall pay the monetary equivalent thereof directly to the workman.
 - 2.10 Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the regulations, regardless of the average hourly earnings resulting therefrom.
 - 2.11 Contractor and each Subcontractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with the contracting agency (the "Owner"), under oath and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by the Act and the regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman, respectively.
3. Contractor and all Subcontractors are required to file weekly wage certifications with the Owner. Copies of approved forms are attached to this Project Manual.
 4. Before final payment is made, Contractor and all Subcontractors are required to submit final wage certifications.

END OF SECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
PREVAILING MINIMUM WAGE DETERMINATION

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

Project Name:	NORTH WASHINGTON STREET ROADWAY IMPROVEMENTS
Awarding Agency:	BOROUGH OF GREENCASTLE
Contract Award Date:	12/18/2023
Serial Number:	23-08607
Project Classification:	Heavy/Highway
Determination Date:	10/26/2023
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Franklin County

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

Project: 23-08607 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/27/2022		\$35.80	\$30.01	\$65.81
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2022		\$36.37	\$18.18	\$54.55
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$40.12	\$18.18	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$41.97	\$18.18	\$60.15
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.97	\$18.95	\$52.92
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$32.90	\$22.70	\$55.60
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Electricians	6/1/2023		\$37.00	\$26.67	\$63.67
Electricians	6/1/2024		\$37.00	\$30.51	\$67.51
Electricians	6/1/2025		\$37.00	\$32.50	\$69.50
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92

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

Project: 23-08607 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$36.75	\$17.74	\$54.49
Marble Mason	5/1/2025		\$38.70	\$17.74	\$56.44
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54

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

Project: 23-08607 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$37.16	\$19.26	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$37.92	\$19.26	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$37.94	\$21.01	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$34.86	\$15.49	\$50.35
Tile & Marble Finisher	5/1/2025		\$36.81	\$15.49	\$52.30
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$36.75	\$17.74	\$54.49
Tile Setter	5/1/2025		\$38.70	\$17.74	\$56.44
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 23-08607 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$29.85	\$25.50	\$55.35
Laborers (Class 01 - See notes)	1/1/2024		\$32.10	\$25.50	\$57.60
Laborers (Class 01 - See notes)	1/1/2025		\$33.60	\$26.00	\$59.60
Laborers (Class 01 - See notes)	1/1/2026		\$34.60	\$27.00	\$61.60
Laborers (Class 02 - See notes)	1/1/2023		\$30.01	\$25.50	\$55.51
Laborers (Class 02 - See notes)	1/1/2024		\$32.26	\$25.50	\$57.76
Laborers (Class 02 - See notes)	1/1/2025		\$33.76	\$26.00	\$59.76
Laborers (Class 02 - See notes)	1/1/2026		\$34.76	\$27.00	\$61.76
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95

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

Project: 23-08607 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.85	\$25.50	\$56.35
Laborers (Class 07 - See notes)	1/1/2024		\$33.10	\$25.50	\$58.60
Laborers (Class 07 - See notes)	1/1/2025		\$34.60	\$26.00	\$60.60
Laborers (Class 07 - See notes)	1/1/2026		\$35.60	\$27.00	\$62.60
Laborers (Class 08 - See notes)	1/1/2023		\$32.35	\$25.50	\$57.85
Laborers (Class 08 - See notes)	1/1/2024		\$34.60	\$25.50	\$60.10
Laborers (Class 08 - See notes)	1/1/2025		\$36.10	\$26.00	\$62.10
Laborers (Class 08 - See notes)	1/1/2026		\$37.10	\$27.00	\$64.10
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Class 01 - see notes)	1/1/2023		\$36.50	\$23.58	\$60.08
Operators (Class 01 - see notes)	1/1/2024		\$38.30	\$24.03	\$62.33
Operators (Class 01 - see notes)	1/1/2025		\$40.10	\$24.23	\$64.33
Operators (Class 02 -see notes)	1/1/2023		\$36.22	\$23.58	\$59.80
Operators (Class 02 -see notes)	1/1/2024		\$38.02	\$24.03	\$62.05
Operators (Class 02 -see notes)	1/1/2025		\$39.82	\$24.23	\$64.05
Operators (Class 03 - See notes)	1/1/2023		\$32.58	\$23.58	\$56.16
Operators (Class 03 - See notes)	1/1/2024		\$34.38	\$24.03	\$58.41
Operators (Class 03 - See notes)	1/1/2025		\$36.18	\$24.23	\$60.41
Operators (Class 04 - See notes)	1/1/2023		\$32.09	\$23.58	\$55.67
Operators (Class 04 - See notes)	1/1/2024		\$33.89	\$24.03	\$57.92
Operators (Class 04 - See notes)	1/1/2025		\$35.69	\$24.23	\$59.92
Operators (Class 05 - See notes)	1/1/2023		\$31.88	\$23.58	\$55.46
Operators (Class 05 - See notes)	1/1/2024		\$33.68	\$24.03	\$57.71
Operators (Class 05 - See notes)	1/1/2025		\$35.48	\$24.23	\$59.71
Operators Class 1-A	1/1/2023		\$39.50	\$23.58	\$63.08
Operators Class 1-A	1/1/2024		\$41.30	\$24.03	\$65.33
Operators Class 1-A	1/1/2025		\$43.10	\$24.23	\$67.33
Operators Class 1-B	1/1/2023		\$38.50	\$23.58	\$62.08
Operators Class 1-B	1/1/2024		\$40.30	\$24.03	\$64.33
Operators Class 1-B	1/1/2025		\$42.10	\$24.23	\$66.33
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60


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

Project: 23-08607 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2019		\$29.45	\$19.73	\$49.18

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

CONTRACTOR ADDRESS	SUBCONTRACTOR ADDRESS	 DEPARTMENT OF LABOR & INDUSTRY <small>COMMONWEALTH OF PENNSYLVANIA</small> BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665
PAYROLL NUMBER	WEEK ENDING DATE	PROJECT AND LOCATION
		PROJECT SERIAL # PROJECT #

EMPLOYEE NAME	APPR. RATE (%)	WORK CLASSIFICATION	DAY AND DATE							S-TIME 0-TIME	BASE HOURLY RATE	TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)*	TOTAL DEDUCTIONS	GROSS PAY FOR PREVAILING RATE JOB(S)	CHECK #
			HOURS WORKED EACH DAY												
											C:				
											FB:				
											C:				
											FB:				
											C:				
											FB:				
											C:				
											FB:				

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

(a) the legal name and the business address of the contractor or subcontractor are: _____

(b) The undersigned is: a single proprietorship a corporation organized in the state of _____
 a partnership other organization (describe) _____

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

NAME	TITLE	ADDRESS

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

 (DATE)

 (SIGNATURE)

 (TITLE)

 SEAL

Taken, sworn and subscribed before me this _____ Day
 of _____ A.D., _____

Definitions for Heavy & Highway Operators in the 33 County Area

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington, & Westmoreland

CLASS I-A

Backhoes – 360° swing (above 120,000 lbs. gross weight)

Cranes (over 100 ton) *

Cranes – Rough Terrain (over 100 ton) *

*Requires an Oiler on Standard Agreement

CLASS I-B

Backhoes – 360° swing (above 70,000 lbs. to 120,000 lbs. gross weight)

Cranes (up to 100 ton) *

Cranes – Rough Terrain (65 ton - 100 ton) *

Tower Crane *

*Requires an Oiler on Standard Agreement

CLASS I

Asphalt Paving Machine (Spreader)

Autograder/Trimmer

Backfiller

Backhoe -360° swing (up to 70,000 lbs. gross weight)

Backhoe (Rear pivotal swing -180° swing)

Bidwell Concrete Finishing Machine (or similar)

*Caisson Drill (similar to Hugh Williams)

*Cooling Plant

Compactor with blade

Concrete Batch Plant (Electronically Synchronized)

Concrete Crusher

Concrete Paving Mixer

Concrete Pump (Self-propelled)

Derrick

*Derrick Boat

Dozer (with a gross weight of 25,000 lbs. and over)

*Dragline

*Dredge

Dredge Hydraulic (1 Leverman - 1 Oiler - 1 Apprentice)

Elevating Grader

*Gradall (Remote control or otherwise)

Grader (Power-Fine Grade)
Grease Unit Operator (Head)
Hilift (4 cy. and over)
Hoist 2 Drums or more (in one unit)
Hydraulic Boom Truck (with pivotal cab) (single motor – Pitman or similar)
*Locomotive (Std. Gauge)
*Metro-chip Harvester or similar
Mechanic
Milling Machine (Roto Mill or Similar)
*Mix Mobile
**Mix Mobile (with Self Loading Attachment)
Mucking Machine (Tunnel)
*Pile Driver Machine
Pipe Bursting Machine
Pipe Extrusion Machine
Presplitter Drill (Self-contained)
**Refrigeration Plant (Soil stabilization)
*Rough Terrain Crane (under 65 ton)
Scrapers
*Shovel-Power
Shuttle Buggy (Asphalt)
Slip Form Paver/Curb Machine
Slip Lining Machine
Soil Stabilizer Machine
*Trenching Machine (30,000 lb. and over)
Trenching Machine (under 30,000 lb.)
*Tunnel Machine (Mark XXI Jarva or similar)
Vermeer Saw
Working Mechanical Foreman (plus \$0.35 per hour over Class I Rate)

*Apprentice Engineer or Oiler required

**Two Engineers required

CLASS II

Asphalt Plant Operator
Auger (Tractor Mtd.)
Auger (Truck Mtd.)
Belt Loader (Euclid or Similar)
Boring Machine
Cable Placer or Layer
Concrete Placer and Spreader
Concrete Mixer (over 1 cy.)

Concrete Pump (Stationary)
*Core Drill (Truck or Skid Mtd. - similar to Penn Drill)
Directional Drills over 3,000 lbs. thrust
Dozer (with a gross weight under 25,000 lbs.)
Ditch Witch - Saw
Force Feed Loader
Fork Lift (Lull or similar)
Grader - Power
Guard Rail Post Driver (Truck Mounted)
Guard Rail Post Driver (Skid Type)
Hilift (under 4 cy.)
Hydraulic Boom Truck (Non-pivotal cab)
Job Work Boat (Powered) (When assistance is required it shall be a Deckhand)
Jumbo Operator
Locomotive (Narrow Gauge)
Minor Equipment Operator
Mucking Machine
Multi-head Saw (Groover)
Over-head Crane
Roller-power-asphalt
Ross Carrier
Side Boom or tractor mounted boom
Skid Steer Loader
Stone Crusher (Screening-Washing Plants)
Stone Spreader (Self-propelled)
*Truck Mounted Drill (Davey or similar)
Welder and Repairman
Well Point Pump Operator

*Apprentice Engineer or Oiler required
Pile driving operations: On truck cranes and crawler rigs the Company will employ an apprentice who will oil on the rig and also cover the minor machines regardless of size related to his operation, not to exceed four (4) units.

CLASS III
Concrete Texture/Cure Machine
Compactors/Rollers (Static or Vibratory) (Self-propelled)
Curb Builder
Multi-head Tie Tamper
Pavement Breaker (Self-propelled or ridden)
Tire Repairman (as per agreement with Teamsters)
Tractor (Snaking and hauling)

Well Driller and Horizontal
Winch or "A" Frame Truck (when hoisting and lowering)

CLASS IV

Ballast Regulator
Concrete Mixer (1 cy. and under with skip)
Concrete Saw (Ridden or self-propelled)
Conveyor
Elevator (Material hauling only)
Fork-lift (Ridden or self-propelled)
Generator
Grout Pump
Heater (Mechanical)
Hoist (single drum)
Ladavator
Light Plant
Mulching Machine
Personnel Boat (Powered)
Pulverizer
Pumps
Seeding Machine
Tie Puller
Tugger
Welding Machine (Gas or Diesel)

CLASS V

Deck Hand
Farm Tractor
Fireman on Boiler
Mechanic's Helper
Oiler
Power Broom
Side Delivery Shoulder Spreader (Attachment)

Notes for 33 County Heavy and Highway Laborers * (See below)

Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington & Westmoreland

HEAVY AND HIGHWAY

CLASS 1 - COMMON LABORER

Asphalt Curb Sealer
Batcher Man (Weight)
Boatman
Coffer Dam
Drill Runner's Assistant
Fence Construction (Including Fence Machine Operator)
GABION (Erectors and Placers)
Landscape Laborers
Radio Actuated Traffic Control Operator
RIP RAP Work
Sheeters and Shorers (Includes Lagging)
Water Boy
Wood Chipper
Asphalt Tamper
Blaster's Assistant
Brakeman
Concrete Curing Pitman, Puddler
Electric Bursh and/or Ginder
Form Stripper and Mover
Hydro Jet Blaster Nozzle Man
Manually Moved Emulsion Sprayer
(Bending, Aligning & Securing)
Scaffolds and Runways
Structural Concrete Top Surfacers
Walk Behind Street Sweeper
Welder's Assistant (Pipeline)

CLASS 2 – SEMI-SKILLED LABORER

Air Tool Operator (All Types)
Railroad Track Work
Burner

Carryable Pumps
Cribbing (Concrete or Steel)
Diamond Head Core Driller
Drill Runner's Assistant (Tunnel)
Highway Slab Reinforcement
Placers (Including Joint and Backer Setters)
Mechanical Joint Sealer; Dope Pot & Tar Kettle
Pipe Layers/Fusion Welders (Regardless of Materials)
Post Hole Auger (2 or 4 Cycle-Hand Operated)
Forklift (Walk Behind)
Asphalt, Batch and Concrete Plant
Operator (Manually Operated)
Caisson Men (Open Air)
Chain Saw Operator (Including Attachments)
Curb Machine Operator (Asphalt or Concrete-Walk Behind)
Form Setter (Road Forms Line Man)
Hydraulic Pipe Pusher
Liner Plates (Tile and Vitrified Clay)
Mechanical Compacting Equipment Operators
Mortar Mixer (Hand or Machine)
Muckers, Brakeman and All Other Labor (Includes Installation of Utility Lines)
Portable Single Unit Conveyor
Power Wheel Barrows and Buggies
Aid Porter or Similar
Sand Blaster
Vibrator Operator
All Railroad Track Work
Signal Man

CLASS 3 - SKILLED LABORER HEAVY AND HIGHWAY

Asphalt Luteman/Raker
Blacksmith
Cement Mortar Lining Car Pusher
Cement Mortar Mixer (Pipe Relining)
Concrete Saw Operator (Walk Behind)
Crown Screed Adjuster
Elevated Roadway Drainage Construction
Erector of Overhead Signs
Miners and Drillers (Including Lining M Supporting and Form Workman, Setting of Shields,
Miscellaneous Equipment and Jumbos)
Walk Behind Ditching Machine (Trencher Or Similar)
Blaster
Brick, Stone & Block Pavers and Block Cutters (Wood-Belgian-Asphalt)
Cement Mortar Pipe Reliners

Curb Cutters and Setters
Form Setter (Road Forms-Lead Man)
Gunitite or Dry Pack Gun-Nozzle and Machine Man
Grout Machine Operator
Multi-Plate Pipe (Aligning and Securing)
Manhole or Catch Basin Builder
Placing Wire Mesh on Gunitite Projects
Wagon Drill Operator (Air Track or Similar)
Welder

CLASS 4

Reinforcing Steel Placers (Bending, Aligning and Securing - Caldwell)

CLASS 5

High Burner (Any Burning Not Done From Deck)
Elder (Pipeline)

CLASS 6

Uniformed Flag Person/Signal Person (As per PENN DOT Specifications on Hardhats and Vests)
Watchman

CLASS 7

Toxic/Hazardous Waste Removal Laborer – Level C and D

CLASS 8

Toxic/Hazardous Waste Removal Laborer Levels A and B

****These notes pertain to projects whose rates were determined subsequent to March 23, 2009. Questions regarding rates prior to that date should be directed to the Bureau of Labor Law Compliance at 1-800-932-0665.***

Notes for Building, Heavy, Highway Truckdriver

Truckdriver Class 1

Single Axle

Truckdrivers Class 2

Tandem

Tri-Axle

Semi-Trailer (Combination)

Truckdrivers Class 3

Speciality Vehicles

Painters Notes for Building, Heavy, Highway Painters

Cameron, Crawford, Forest, Potter & Warren Counties

Painters Class 1 - Industrial Rates (Heavy/Highway)

Painters Class 2 - Commercial Rates (Building)

Allegheny, Fayette, Greene & Washington Counties

Painters Class 1 - Industrial Brush & Roll (Heavy/Highway)

Painters Class 2 - Industrial Sandblast & Spray (Heavy/Highway)

Painters Class 3 - Bridge, Hot Stack, & Transmission Towers (Heavy/Highway)

Painters Class 4 - Painter Tender I (Heavy/Highway)

Painters Class 5 - Painter Tender II (Heavy/Highway)

Painters Class 6 - Commercial Painting & Paperhanging (Building)

Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Centre, Clarion, Clearfield, Elk, Fulton, Huntingdon, Indiana, Jefferson, Juniata, Lawrence, Mercer, Mifflin, Somerset, Venango & Westmoreland Counties

Painters Class 1 - Industrial Brush & Roll (Heavy/Highway)

Painters Class 2 - Industrial Sandblast & Spray (Heavy/Highway)

Painters Class 3 - Bridge, Hot Stack, & Transmission Towers (Heavy/Highway)

Painters Class 4 - Painter Tender I (Heavy/Highway)

Painters Class 5 - Painter Tender II (Heavy/Highway)

Painters Class 6 - Commercial Painting & Paperhanging (Building)

Bucks, Chester, Delaware, Montgomery & Philadelphia Counties

Painters Class 1 - Brush, Roller & Spray

Painters Class 2 - Bridge

Painters Class 3 - Wallcoverer

Adams, Berks, Bradford, Carbon, Clinton, Columbia, Cumberland, Dauphin, Franklin, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming & York Counties

Painters Class 1 - Commercial*

Painters Class 2 - Industrial (includes Structural Steel, Industrial Spray & Sandblasting)*

Painters Class 3 - Bridge*

\$1.00 per hour above the rate for all classifications for work done in the following
* manner: Steel, Spray, Epoxy, HIPAC Coatings, Catalyzed Epoxy, Urethanes, Removers,
Swing, Basket, and Sandblasting

Clinton County

Painters Class 1 - Spray

Painters Class 2 - Brush & Roller

SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Project Description.
- B. Public Relations.
- C. Project Location.
- D. Contractor's Use of Premises.
- E. Work Sequence.
- F. Special Requirements.

1.02 PROJECT DESCRIPTION

- A. The project generally consists of concrete sidewalk and curb replacement, Americans with Disabilities Act (ADA) curb ramps, crosswalks, drainage pipe installation, landscaping, full-depth pavement repair, mill and overlay, and restoration of areas disturbed by construction.

1.03 PUBLIC RELATIONS

- A. The work of this overall Project is such that the movement of equipment and materials will be through the streets of the Borough of Greencastle. To this end, the Contractor's attention is directed to the fact that, concerning the general public, Contractor's conduct and attitude will be closely associated with that of the Owner. Accordingly, where operations of the Contractor require personal contact with the public, Contractor and all Contractor's employees shall conduct themselves in a courteous and respectful manner. Any violation of this Section shall be considered sufficient cause for the Owner to order discharge of the employee(s) involved from the Project and employee(s) shall not be employed again on the Project without written permission from the Owner.
- B. Contractor's attention is directed to the fact that the work is adjacent to private property. The Contractor shall take appropriate action in order to minimize the impact of the work on the private property. The Contractor shall exercise extreme caution so as to minimize the possibility of any injury occurring to private citizens while work is not in progress.

1.04 PROJECT LOCATION

- A. Project site is indicated on the "Location Map" on Sheet 1 of the Drawings.

1.05 CONTRACTOR'S USE OF PREMISES

- A. Confine construction equipment, the storage of materials and equipment, and operations of workmen to within the Project site.
- B. Assume full responsibility for materials stored on site (including materials for which the Owner has made payment).

1.06 WORK SEQUENCE

- A. Submit with initial progress schedule required by Section 01300, a detailed step-by-step Work sequence, which will achieve compliance with the requirements of this Section 01010.
- B. Sequence construction operations to:
 1. Maintain continuous utility company services to facilities at the Project site.
 2. Minimize inconvenience to businesses, public facilities, and residences located adjacent to the Project.
 3. Minimize disruption of traffic and maintain continuous traffic flow through the Work area to the maximum extent practicable.
 4. Maintain continuous access to the Project site for the Owner and the general public.

1.07 SPECIAL REQUIREMENTS

- A. Work hours shall be 7:00 A.M. to 5:00 P.M. Work shall not be performed on Saturdays, Sundays, and legal holidays.
- B. The Contractor shall not fuel equipment or perform maintenance on equipment during non-working hours.
- C. The Contractor shall notify property owners three (3) days prior to performing work with a printed flier placed at each property.
- D. The Contractor shall provide valve and manhole risers as necessary.
- E. The Contractor shall remove all milled material and bituminous material from inlets after the work is complete.
- F. The Contractor shall maintain the flow of stormwater during construction.
- G. The Contractor shall use paving equipment capable of paving the street in two (2) passes.

- H. If the nature of construction work requires temporary disruption, relocation, or modification of utility services to businesses, public facilities, or residences adjacent to the Project, provide temporary services by methods approved by the utility company and the Engineer. Cost of such temporary services is considered to be included in the Contract Price(s) and no extra compensation will be allowed. If the Contractor's operations result in extended (in excess of one hour) interruption of services, Owner or Engineer may direct utility company to correct such interruptions; and the utility company's costs will be charged to the Contractor.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Applications for Payment.
- B. Payment for Tests and Inspections.
- C. Products Stored on Project Site.
- D. Measurement and Payment.

1.02 APPLICATIONS FOR PAYMENT

- A. Submit four copies of Application for Payment at times specified in Paragraphs 14.02 and 14.07 of the General Conditions.
 - 1. Payment Application must be accompanied by:
 - a. The required “Weekly Payroll Certification” forms, attached to Document 00810, for Contractor and each Subcontractor.
 - b. Electronic submission of construction progress photos.
- B. Submit Application for Payment on form attached to this Specification Section. **AIA or other format forms are not acceptable.**
- C. Contractor shall submit copies of bills of material invoices with each application for payment for those Products approved for payment, delivered to and store at the site or elsewhere, but not installed.
- D. Include following Contractor's signed certification on Application for Payment:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through ___ inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142 of 1994; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

1.03 PAYMENT FOR TESTS AND INSPECTIONS

- A. Include the costs of shop tests and shop inspections in the price of the manufactured Products, and no separate or extra payment will be made for such tests and inspections.
- B. Contractor shall employ and pay for the services of an independent firm(s) to perform laboratory and field testing and inspections as required in the various Specification Sections. Obtain approval of the proposed testing and inspection firms from Engineer. Cost of such tests and inspections shall be included in the Contract Price, and no separate or extra payment will be made.

1.04 PRODUCTS STORED

- A. Payment will not be made for Products suitably stored on the Project site, or at another location, but not yet incorporated (i.e. installed, complete in place) in the Work.

1.05 MEASUREMENT AND PAYMENT

- A. General: Unit and lump sum prices **shall be all-inclusive**; they shall include among other costs, all labor (which consists of the personnel plus the time required to perform each task), material, equipment, facilities and services required to perform the Work as defined in General Conditions Paragraph 1.01.A.50. Refer to General Conditions Paragraphs 3.01.A through 3.01.E for intent of the Contract Documents.
 - 1. Additional payment will not be made for removing/relocating trees, fences, signs, mailboxes, or other above or below-grade physical obstacles, unless otherwise specified in this Section. These costs shall be included in the lump sum or unit price bid for each item.
 - 2. Contractor shall confine construction operations within the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications. Repair to and restoration of paved, seeded and other areas, damaged by Contractor's operations, outside of the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications, shall be at Contractor's expense. The repair/restoration work and products shall be as described in the Drawings and the Specifications, and may include, but not be limited to re-grading, topsoil placement, seeding, pavement reconstruction etc.
 - 3. Contractor shall submit written request to and receive written authorization by Engineer prior to performing work for "Contingency" items.
 - 4. **The following costs shall, as applicable, be included in both the lump sum price and unit prices:**
 - a. Mobilization / Demobilization.
 - b. Bonds and Insurance.
 - c. Contractor's overhead and profit and other expenses as allowed by the Conditions of the Contract.
 - d. Removal/relocation of existing above or below-grade physical features.
 - e. Storage and transportation of material to/from off-site locations.

- f. Transportation and disposal of construction debris and applicable fees, if any.
 - g. Temporary services and stand-by equipment.
 - h. Costs associated with protection of underground utilities.
 - i. Suitable borrowed (imported) excavated material for backfill or topsoil.
 - j. Dewatering of excavated areas.
 - k. Erosion and Sedimentation Controls.
 - l. Site Demolition as shown on Drawings.
 - m. Surveys required by Section 01050 – Field Engineering.
 - n. Record Document preparation.
5. Change Orders: Lump sum and unit prices for Change Orders shall also be all-inclusive and shall also include the costs listed under Subparagraph 4 above.
6. **Classification of Excavated Materials: Under this Contract, all excavation is unclassified. No consideration will be given to the nature of materials, which may include rock, encountered in excavation operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials.**
- B. Maintenance and Protection of Traffic During Construction:
- 1. Measurement and payment at the lump sum price bid.
 - 2. Payment includes necessary temporary facilities and devices, including personnel, for maintenance and control of traffic during the construction period.
- C. Furnish and Install Roof Leader Drain:
- 1. Measurement and payment for each at the unit price bid.
 - 2. Payment shall include excavation, removal and disposal of excavated material and existing roof leaders, furnishing and placing the pipe, fittings, pipe bedding, and backfill to restoration depth as shown on the detail.
- D. Construct Straight, Depressed, and Transition Concrete Curb:
- 1. Measurement and payment per linear foot at the unit price bid.
 - 2. Payment shall include excavation, demolition, removal, and disposal of excavated material and existing curb, furnishing and placing stone bedding, steel reinforcing as required, joint material, construction of curb, and 2A aggregate in front of and behind curb to subgrade depth.
 - 3. Depressed curb price shall include transition sections.
 - 4. Concrete straight curb price shall include curb end treatment sections.
 - 5. Surface restoration will be paid separately.
- E. Construct Concrete Sidewalks:
- 1. Measurement and Payment per square foot at the unit price bid.
 - 2. Payment shall include excavation, demolition, and disposal of excavated material and existing sidewalks, furnishing and placing aggregate base, steel reinforcing, concrete, and backfill to restoration depth.
 - 3. Surface restoration will be paid separately.
- F. Construct ADA Ramps and Driveway Aprons:
- 1. Measurement and Payment per square foot at the unit price bid.

2. Payment shall include excavation, removal, demolition, and disposal of excavated materials and existing ramps, furnishing and placing all materials for construction of ramps and driveway aprons with detectable warning surface, concrete sidewalk sections adjacent to the ramp, and straight, depressed, and transition curb.
- G. Furnish and Place 6” of Aggregate Subbase:
1. Measurement and payment per square yard at the unit price bid
 2. Payment shall include excavation, removal, and disposal of excavated materials, furnishing and placing aggregate subbase, grading, and compaction to the limits indicated on the Drawings.
- H. Furnish and Place 3” Bituminous Base Course:
1. Measurement and payment per square yard at the unit price bid.
 2. Payment shall include excavation, removal, and disposal of existing paving materials, furnishing and placing bituminous Superpave material to the thickness indicated on the details, compaction, sealing of joints, and cleanup.
- I. Hot Thermoplastic Pavement Markings – Lines:
1. Measurement and payment per linear foot at the unit price bid.
 2. Payment shall include surface preparation, furnishing, and placing thermoplastic material and protection during curing.
- J. Hot Thermoplastic Pavement Markings – Handicap Symbol
1. Measurement and payment per each at the unit price bid.
 2. Payment shall include surface preparation, furnishing, and placing thermoplastic material and protection during curing.
- K. Furnish and Plant Deciduous Imperial Honey Locust:
1. Measurement and payment for each at the unit price bid.
 2. Payment shall include excavation, removal, and disposal of excavated material, furnishing and placing structural soil mix, soil supplements, plantings, mulch, installing protective materials as indicated in Section 02480, and maintenance during the construction period.
- L. Seeding Area Restoration:
1. Measurement and payment at the lump sum price bid.
 2. Payment shall include grading, furnishing, and placing topsoil and seed mix and maintenance and any other area disturbed by construction.
- M. Miscellaneous Concrete (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.
 2. Payment includes concrete where required by Engineer and not paid for under another pay item.
- N. Miscellaneous Unclassified Excavation (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.

2. Payment includes excavation and disposal to address unanticipated soil and other construction conditions, and where required by Engineer but not paid under another pay item.
- O. Miscellaneous Aggregate Backfill (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.
 2. Payment includes furnishing aggregate backfill, placement, and compaction where required by Engineer and not paid for under another pay item.
- P. Furnish and Place Subgrade Stabilization Grid (Contingency Item):
1. Measurement and payment per square yard at the unit price bid.
 2. Payment includes furnishing and placing grid material to address unanticipated subgrade conditions where required by Engineer.
- Q. Equipment Rate Schedule (Contingency Item):
1. Measurement and payment per hourly and daily rates at the unit price bid.
 2. Payment includes owned and rental equipment for the use of unforeseen additional work where required by Engineer and not paid for under another pay item.
 3. Unit price is to include fuel, plus costs listed in paragraph 1.05.A.4.
 4. Items not authorized to be used in conjunction with bid items 1 through 23.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

TO (OWNER): _____

PROJECT NO.: _____

PERIOD TO: _____

FROM (CONTRACTOR): _____

CONTRACT DATE: _____

CONTRACT FOR: _____

PAGE 1 OF _____

CHANGE ORDER SUMMARY		ADDITIONS	DELETIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

- | | |
|--|----------|
| 1. ORIGINAL CONTRACT SUM | \$ _____ |
| 2. Net change by Change Orders | \$ _____ |
| 3. CONTRACT SUM TO-DATE (Line 1±2) | \$ _____ |
| 4. TOTAL COMPLETED TO-DATE
(Columns D+E on Page 2) | \$ _____ |
| 5. RETAINAGE: | |
| a. _____ % of Completed Work | \$ _____ |
| b. _____ % of Stored Materials | \$ _____ |
| TOTAL RETAINAGE | \$ _____ |
| 6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5) | \$ _____ |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Application) | \$ _____ |
| 8. CURRENT AMOUNT DUE | \$ _____ |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6) | \$ _____ |

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through ___ inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142 of 1994; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

Dated _____ 20_____

 By _____
 (Authorized Signature)

Payment of the above CURRENT AMOUNT DUE is recommended.

Dated _____ 20_____

 By _____
 (Authorized Signature)

APPLICATION FOR PAYMENT NO.

CONTRACT FOR: _____

PERIOD TO: _____

PROJECT NO.: _____

PAGE 2 OF: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	WORK COMPLETED		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored to Date (D+E+F)	% Completed and Stored to Date (G÷C)	H Balance to Finish (C-G)	Retainage
			D Previous Applications	E This Period					
CO No.	CHANGE ORDERS								
Totals									

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Do not unload or store materials or equipment where they will interfere with the progress of the Project or delay the work of other Contractors.
- C. Coordinate completion and cleanup of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- D. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Reference surveys.
- B. Construction control surveys.
- C. Post-Construction Surveys.

1.02 REFERENCE SURVEYS

- A. Location of baselines with reference points and reference benchmarks are shown on the Drawings. Contractor shall provide and pay for the services of a surveyor to establish construction baselines and construction benchmarks from the reference points indicated on the Drawings.
- B. Surveys shall be performed by a surveyor registered in the State of Pennsylvania.
- C. During progress of the Work, protect and preserve reference points, baselines, and benchmarks. Report to Engineer the loss or destruction of any reference points or permanent benchmarks. Replace any damaged or dislocated reference points or permanent benchmarks at Contractor's expense.

1.03 CONSTRUCTION SURVEYS

- A. Provide and pay for surveys to establish locations of the Work.
- B. Establish and stake locations and elevations for:
 - 1. Curb and ramp locations.
 - 2. Locations and elevations for roadway centerline.
- C. Prior to the start of construction, prepare and submit a drawing, prepared by the approved surveyor, certifying that the locations and elevations established by field surveys are in conformity with the Contract Documents.
- D. If, during the construction surveys, Contractor discovers an apparent problem with the reference surveys, immediately report this situation to the Engineer. Do not proceed with construction until the problem has been resolved and, if required, the reference surveys have been corrected.

1.04 POST-CONSTRUCTION SURVEYS

- A. Provide and pay for surveys to establish post-construction locations of the Work.
- B. Surveys shall be performed by the same surveyor that performed the pre-construction survey, or another surveyor registered in the State of Pennsylvania.
- C. Perform post-construction (“as built”/record) surveys to verify locations and elevations of the items listed in Paragraph 1.03.B above.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

1. Pre-construction conference.
2. Progress meetings.
3. Pre-installation conferences.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. Engineer will schedule a conference to be held prior to Contractor's commencement of the Work.
- B. Attendance:
 1. Owner's representative (other than Engineer).
 2. Engineer.
 3. Resident Project Representative.
 4. All prime Contractors (attendance required).
 5. Contractors' Project Superintendents.
 6. Major Subcontractors.
 7. Governmental agency representatives, utility representatives, and other parties who may have control of, or maybe affected by, the Work.
- C. Agenda Items (as applicable to the Project):
 1. Designation of Contractor's supervisory personnel and phone numbers to be used in event of an emergency during non-working hours.
 2. List of major Subcontractors and suppliers.
 3. List of proposed Products.
 4. Schedule of Shop Drawing submissions.
 5. Schedule of Values.
 6. Construction progress schedule and work sequencing.
 7. Utility relocations.
 8. Procedures for submittals; Field Orders and Change Orders; and Applications for Payment.
 9. Control points.
 10. Record documents.
 11. Project coordination.
 12. Site security.
 13. Temporary utilities.
 14. Field offices.
 15. Housekeeping.

16. Safety and first-aid procedures.
 17. Environmental requirements.
- D. Engineer will preside at and at her/his option digitally record the conference and prepare minutes for distribution to participants.

1.03 PROGRESS MEETINGS

- A. Engineer will schedule progress meetings throughout the construction period at intervals of one month, or as required.
- B. Attendance:
1. Owner's representative (other than Engineer).
 2. Engineer.
 3. Resident Project Representative.
 4. All prime Contractors (attendance required).
 5. Contractors' Project Superintendents (attendance required).
 6. Major Subcontractors and suppliers.
 7. Others as appropriate for agenda topics for each meeting.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems which impede planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.
- D. Engineer will conduct and at her/his option digitally record the meeting and prepare minutes for distribution to participants.

1.04 PRE-INSTALLATION CONFERENCES

- A. When pre-installation conference is required in individual Specification Section, notify Engineer at least seven days prior to start of installation.
- B. Engineer will schedule conference to be held prior to start of installation.
- C. Attendance: Parties directly affecting, or affected by, work of the specific Section.

- D. Engineer will prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants.
- E. At conference, Contractor shall review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Action on submittals.
- C. Shop Drawings.
- D. Product data.
- E. Manufacturers' certificates and warranties.
- F. Submittals specified in other Documents/Sections.

1.02 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Number each submittal. Number shall consist of the following parts, each separated by a dash:
 - 1. Contract number.
 - 2. Five-digit Specification Section number.
 - 3. Two-digit sequence number starting for each Specification Section with 01 and continuing with 02, 03, etc., for subsequent submittals with the same Specification Section number.
 - 4. Use the fourth part of the number only for resubmittals. For the first resubmittal of a previous submittal, add -R1 to the previous number. For the second resubmittal, change to -R2, and so on.

As an example of the numbering process for Contract Number 1, the third submittal under Section 03300 would be numbered 1-03300-03, and the second resubmittal of this same submittal would be numbered 1-03300-03-R2.

- C. Identify Project, Contractor, Subcontractor, or Supplier. Identify pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of

information, is in accordance with the requirements of the Work and Contract Documents. Stamp shall have the following format:

Approved for Contract Requirements

The Contractor's signature below indicates that this Submittal has been checked with the Drawings, Specifications, and site conditions and found to meet all requirements of same including dimensions, and that the Contractor's guarantee fully applies to the Product(s) covered.

RE: Project: _____

Submittal Number: _____

Drawing Sheet Number: _____ Detail Number: _____

Deviations from Contract Documents? No ___ Yes ___ (letter attached)

By: _____

Signature (Contractor)

Contractor's Name: _____

- E. Submittals without Contractor's stamp of approval will not be reviewed by Engineer and will be returned to Contractor for resubmittal. Resubmittal will be considered as No. 1 and all others will be at Contractor's expense.
- F. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- G. Submit letter, which specifically identifies deviations from Contract Documents. Identify Product or system limitations, which may be detrimental to successful performance of the completed Work.
- H. Where deviations from Contract Documents will affect the Work of another Contractor, the Contractor making the submittal shall attach a letter from the other Contractor(s) stating that the deviation will either:
 - 1. Have no effect on the other Contractor's Work; or
 - 2. Have an effect on the other Contractor's Work and that the Contractor making the submittal has agreed to pay all extra costs associated with the deviation.
- I. Provide space for Contractor and Engineer review stamps.
- J. Revise and resubmit submittals **within ten (10) calendar days from date of receipt**. Identify all changes made since previous submittal. Where submittal must be held for coordination Engineer shall be so advised by Contractor.
- K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- L. **Incomplete submittals will be returned without review and their receipt will be counted as Submittal No. 1.**

1.03 ACTION ON SUBMITTALS

- A. Engineer's Action: Where action and return is required or requested, Engineer will review each submittal, mark with the action taken, and where possible return **within fourteen (14) calendar days from date of receipt**. Where submittal must be held for coordination, Contractor will be so advised by Engineer.
- B. Submittals returned with "**APPROVED**" action indicate that the information submitted was found to be in conformance with the design concept and in compliance with the requirements of the Contract Documents. The Contractor remains responsible for work-related errors, deviations, and discrepancies in the submittal, but may proceed with performance of the work covered by the submittal.
- C. Submittals returned with "**APPROVED AS NOTED**" action indicate that the information submitted was found to be in conformance with the design concept and in compliance with the requirements of the Contract Documents, provided the noted clarifications or corrections are incorporated in the Work and in the Record Documents. The Contractor remains responsible for work-related errors, deviations, and discrepancies in the submittal, but may proceed with performance of the work covered by the submittal. Resubmission of information is not required.
- D. Submittals returned with "**RETURNED FOR CORRECTION**" action indicate that: (1) information submitted is at least partially not in conformance with the design concept, (2) information submitted is at least partially not in compliance with the requirements of the Contract Documents, (3) submittal is incomplete and does not include all items required by the individual Specification Sections, or (4) certifications or computations required by the individual Specification Sections have not been included with the Shop Drawings and Product data. Engineer will note the deficiencies or corrections required, and return the submittal to the Contractor. Performance of the work covered by the submittal shall not proceed until corrected information is submitted and approved.
- E. Submittals returned with "**NOT AS SPECIFIED**" action indicate that the Engineer interprets the information submitted to be not in conformance with the design concept or not in compliance with the Contract Documents. This action may also indicate non-compliance with the Contractor's responsibility to review information and submit notification of deviations and discrepancies for the Engineer's review. Performance of the work shall not proceed until new information is submitted and approved.
- F. Submittals returned with "**FOR INFORMATION ONLY**" action indicate that the Engineer will review the information submitted only as specified in Article 1.05 below.
- G. Review Action does not establish submitted information as a Contract Document, a Change Order, or authorization to deviate from the Contract Documents.
- H. For all re-submittals except the first, Engineer and Engineer's consultants will record man-hours required for review of the resubmittal. Contractor shall be charged for review of such repeat resubmittals at Engineer's (and Engineer's consultant's) current

hourly rates. Charges for repeat re-submittals shall be subtracted from Contractor's next progress payment.

1.04 SHOP DRAWINGS

- A. Hard Copy Submittals: Submit four (4) hard copies, which will be retained by Engineer, plus the number of copies which the Contractor requires.
- B. Electronic Submittals: All submittals may be made electronically, with the exception of the FINAL O&M Manuals, which must be in hard copy.
- C. After review, distribute in accordance with Article on "Submittal Procedures" above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

1.05 PRODUCT DATA

- A. Submit four (4) hard copies, which will be retained by Engineer, plus the number of copies which the Contractor requires.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, distribute in accordance with Article on "Submittal Procedures" above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

1.06 MANUFACTURERS' CERTIFICATES AND WARRANTIES

- A. When specified in individual Specification Sections, submit manufacturers' certificates and sample warranties to Engineer for review, in quantities specified for Product data.
- B. Indicate Product conforms to or exceeds specified requirements. Submit supporting computations, reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.
- D. Submit sample(s) of manufacture's warranties to Engineer, for review, in quantities specified for Product Data. Actual Warranty Certificate shall be submitted when specified in Section 01700.

1.07 SUBMITTALS SPECIFIED IN OTHER DOCUMENTS/SECTIONS

- A. Applications for Payment: Section 01025.

- B. Schedule of Shop Drawing Submittals: General Conditions 2.05.
- C. Requests for Substitutions: General Conditions 6.05, as amended by the Supplementary Conditions Paragraphs SC-6.05.A through SC-605.L.
- D. Claim Documentation: General Conditions 10.05 and 12.02.A.
- E. Documentation Required with Applications for Progress Payments and Final Application for Payment: General Conditions 14.02.A and 14.07.A.
- F. Emergency Crew Names, Addresses, and Telephone Numbers: Supplementary Conditions 6.16.
- G. Work Sequence: Section 01010.
- H. Notice to Owner of Requirement to Take Part of Facility Out of Service: Section 01010.
- I. Supervisory Personnel Names and Phone Numbers: Section 01200.
- J. Request for Closeout Inspection: Section 01700.
- K. Record Documents: Section 01700.

1.08 PRE-CONSTRUCTION VIDEO REPRESENTATION

- A. Prior to commencing with the Work Contractor shall generate a video record of pre-construction conditions at the Project area, including all areas within the temporary/construction right-of-way, and submit on a portable storage device or ShareFile site to Engineer. Contractor shall submit video in MP4 High-Definition format.
 1. Information shown shall include, but not limited to streets, driveways, sidewalks, curbs, ditches and other surface physical features, visible utilities and adjacent structures.
 2. The purpose of the video recording is to document existing conditions and to provide a fair measure of required restoration.
 3. Temporary lighting shall be provided as necessary to properly record areas where natural lighting is insufficient (indoors, shadows etc.).
 4. The videos shall include an audio soundtrack to provide the following information:
 - a. Detailed description of location being viewed referenced to Contract Drawings (i.e. station no., building designation, pipeline route, etc.).
 - b. Direction (N, S, E, W, looking up, looking down, etc.) of camera view.
 - c. Date, time, temperature, environmental conditions at time of video recording.
 5. Any areas not readily visible by video recording methods shall be described in detail. Unless otherwise approved by Engineer, video recording shall not be

performed during inclement weather, or when the ground is partially, or totally covered with snow, ice, leaves etc.

6. The original videos shall be submitted to the Engineer accompanied by a detailed log of the contents of each video file. The log shall include location descriptions with corresponding time stamps to facilitate the quick location of information contained on the videos.
7. One (1) set of video files will be submitted to the Owner and one (1) set will be maintained by the Engineer during construction and may be viewed at any time by Contractor upon request. Upon final acceptance of the Work, the video will become the property of the Owner.

- B. Extent of video recording will be established during the pre-construction conference.
- C. Costs associated with video recording shall be included in the Contract Price.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Inspection and testing laboratory services.
- D. Manufacturers' field services and reports.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCES

- A. Conform to reference standards cited in Specifications.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- D. Measurement or payment provisions included in a reference standard are not applicable to this Project.

1.04 INSPECTION AND TESTING LABORATORY SERVICES

- A. Method of paying for the services of an independent firm(s) to perform inspection and testing is specified in Section 01025.
- B. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by the Engineer.
- C. The independent firm shall submit duplicate original reports and test results directly to the Engineer, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Reports shall be submitted to within 48 hours after completion of test.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify and independent firm at least 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements will be performed by the same independent firm on instructions by the . Payment for retesting will be charged to the Contractor.

1.05 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual Specification Sections, require Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, and testing, adjusting, and balancing of equipment as applicable, and to initiate instructions when necessary.
- B. Submit report in duplicate to Engineer for review within 14 days of observation.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Regulatory requirements.
- B. Temporary sanitary facilities.
- C. Barriers.
- D. Dust control.
- E. Protection of installed work.
- F. Progress cleaning.
- G. Safety equipment.
- H. Removal of utilities, facilities.

1.02 REGULATORY REQUIREMENTS

- A. Comply with applicable laws and regulations of authorities having jurisdiction, including but not limited to building codes, health and safety regulations, utility company regulations, and environmental protection regulations.
- B. Provide electrical equipment which is UL listed.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facilities shall not be used.
- B. Provide and maintain self-contained single-occupant toilet units of the chemical, aerated-circulation, or combustion type. Units shall be properly vented and fully enclosed with a shell of glass fiber-reinforced polyester or similar non-absorbent material.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect vehicular traffic, stored Products, site, and structures from damage.

1.05 DUST CONTROL

- A. Maintain all work areas, both on and off the Project site, free from dust.
- B. Use sprinkling of water and/or, if approved by the Engineer or Resident Project Representative, chemical or light bituminous treatment to control dust.
- C. Where sprinkling is used, repeat at intervals as required to keep all parts of the disturbed area at least damp at all times.
- D. Perform dust control whenever a dust nuisance or hazard occurs and whenever directed by the Engineer or Resident Project Representative.

1.06 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site daily and dispose off-site.
- C. Maintain site cleaning until Final Completion and acceptance of the Work by Owner. Cleaning shall include removal of weeds and other objectionable vegetation.
- D. Remove mud and construction debris on a daily basis from paved surfaces used by the Contractor.

1.08 SAFETY EQUIPMENT

- A. First Aid Supplies: Comply with governing regulations.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

+SECTION 01560

SOIL EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work required by regulations to prevent soil erosion and control sedimentation during Work on the Project.

1.02 SEDIMENT AND EROSION CONTROL PLAN

- A. The requirements of the Sediment and Erosion Control Plan are given in the following Articles of this Section. Construction details for various Sediment and Erosion Control measures are shown on the Drawings.

1.03 REGULATORY REQUIREMENTS

- A. The sediment and erosion control measures are subject to inspection by State, county, and local regulatory agencies. The Contractor shall be fully responsible for constructing and maintaining the sediment and erosion control measures to the extent that they are, at all times, acceptable to the regulatory agencies. The Contractor shall be liable for payment of any fines or legal costs that the Owner may incur as a result of the Contractor's failure to properly construct and maintain the sediment and erosion control measures.
- B. One objective of the "Sediment and Erosion Control Plan" is the protection of private property. To assist any damaged property owners in redress of grievances, the following stipulations are made:
 - 1. Any silt, sediment, or mud leaving the construction site will be construed as damage to neighboring property and evidence of negligence on the part of the Contractor.
 - 2. Any damages claimed by neighboring property owners will be rectified and restitution made by the Contractor.
- C. Comply with the requirements of Chapter 102 of Pennsylvania Administrative Code Title 25 as authorized by the Clean Streams Law, Act 222, as amended.

1.04 CONSTRUCTION SEQUENCE

- A. Install all sediment and erosion control measures prior to start of clearing operations.

- B. Conduct construction operations in accordance with the “Construction Sequence” notes provided on the associated plans titled “Erosion and Sediment Control Notes and Details”.

1.05 GENERAL SEDIMENT AND EROSION CONTROL METHODS/PROCEDURES

- A. In all cases, the smallest practical area of land surface shall be disturbed.
- B. Topsoil shall be stripped and placed up slope from proposed construction areas where possible. Topsoil shall be kept separate from all other materials.
- C. Stockpiles of stripped topsoil, or excavated material and other erodible/soluble areas and materials shall be stabilized immediately.
- D. Excavated material shall be placed up slope from the excavation whenever possible. Runoff from spoil piles shall be directed through a sediment filter structure and discharged in a non-erosive manner. Stockpiles of excavated material shall be stabilized immediately.
- E. Utility excavations shall be open only long enough to properly install and inspect all underground facilities in accordance with applicable Specification Sections.
- F. Dewatering equipment discharge shall be directed onto a stabilized surface so that erosion does not occur. Discharges shall be directed through a sediment filter structure or sedimentation basin and discharged in a non-erosive manner.
- G. Backfilled excavations shall be restored to original type of cover and grade in accordance with Specifications. Temporary stabilization is required for any and all erodible/soluble areas and materials.
- H. Areas to be seeded or sodded shall be finish graded with six inches of topsoil unless otherwise specified. Positive drainage shall be maintained away from all structures. No isolated low spots shall be created.
- I. All sediment shall be prevented from entering storm drains, or watercourses through use of appropriate sediment filtration Products or systems.
- J. All roof drains shall discharge in a non-erosive manner.
- K. Refer to Drawings for additional information and details.

1.06 SPECIFIC SEDIMENT AND EROSION CONTROL PROCEDURES

- A. Dewatering Operations: Dewatering operations, when required, shall discharge through sediment traps onto non-erodible surfaces. Existing sediment trap structures may be utilized or additional structures may be required.

- B. Temporary Sediment Traps for Storm Drain Inlets:
 - 1. Traps shall be installed immediately upon completion of any new storm drainage inlet structure. Traps shall also be installed where there is a possibility of runoff from the construction area entering existing storm drain inlets.
 - 2. Sediment traps shall be inspected after each rain and maintained in a functional condition at all times during the construction period.
 - 3. Traps shall be removed when contributing drainage areas are stabilized.
 - 4. See Drawings for materials and construction of sediment traps.

1.07 RESTORATION

- A. After completion of construction, remove all temporary erosion and sedimentation control devices. Restore areas in which these devices were located to the original condition or to the condition called for by the Contract Documents.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01570

TRAFFIC REGULATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. General requirements for control of public traffic through the Work area with the goal of ensuring safe and efficient traffic movement and providing safe working conditions for Contractor's personnel.

1.02 REGULATORY REQUIREMENTS

- A. Requirements of Regulatory Agencies
 - 1. Traffic regulation on streets other than State Highways shall be performed in accordance with the requirements of the Borough of Greencastle.
 - 2. Minimum work zone traffic control shall be in accordance with PADOT Publications 212 and 213.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT HANDLING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Transportation and handling.
- B. Storage and protection.

1.02 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.03 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate-controlled enclosures.
- B. Provide off-site storage and protection when site does not permit on-site storage or protection.
- C. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- D. Arrange storage of Products to permit access for inspection. Periodically inspect to ensure Products are undamaged and are maintained under specified conditions.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.
- D. Warranties.

1.02 CLOSEOUT PROCEDURES

- A. General Conditions Article 14 contains detailed requirements for Project closeout. Sequence of closeout procedures is as follows:
 - 1. Contractor submits written request for initial closeout inspection to Engineer.
 - 2. Owner, Engineer, and Contractor conduct **initial closeout inspection**.
 - 3. Engineer prepares "punchlist" of items to be completed, showing time limit for their completion and submits to Contractor.
 - 4. Contractor completes items on punchlist and requests re-inspection.
 - 5. Engineer and Contractor conduct re-inspection.
 - 6. If, on the basis of re-inspection, Engineer believes Project to be substantially complete, Engineer prepares and submits to Owner for approval a **tentative certificate of Substantial Completion**, which shall include a list of all remaining items to be completed and time limit for their completion. List of items to be completed will include, as applicable to the Project, deficiencies in cleaning and in submittal of spare parts and extra materials, Operation and Maintenance manuals, inspection certificates from regulatory agencies, Record Drawings, warranties and other items required by the Contract Documents.
 - 7. When Owner approves the tentative certificate, Engineer issues to the Contractor a **definitive Certificate of Substantial Completion** as described in the General Conditions.
 - a. **The definitive certificate of Substantial Completion fixes the date of Substantial Completion**
 - b. **In no event will the Work be certified as substantially complete until at least 90 percent of the Work is completed.**
 - c. **Partial utilization of any portion of the Work does not constitute Substantial Completion.**
 - 8. When Contractor completes the list of items, as issued with the **definitive Certificate of Substantial Completion**, he requests final inspection.
 - 9. Owner, Engineer, and Contractor conduct final inspection.

10. If Owner and Engineer agree that all items on the list have been completed, Contractor will submit Final Application for Payment.
11. Contractor submits to the Engineer Final Application for Payment, including all documents required by General Conditions' Paragraph 14.07.A and any other portion of the Contract Documents; Final Payment will not be made until the Engineer has received these documents. Final Application for Payment shall identify total adjusted Contract Price, previous payments, and amount remaining due.
12. When Engineer approves Final Application for Payment, he submits to Owner with recommendation for payment.
13. Owner makes final payment to Contractor, deducting the amount of liquidated and/or other damages and the amount of any unresolved claims, which have been filed against the Owner in connection with the Work.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior glass and surfaces; remove temporary labels, stains and foreign substances.
- C. Polish transparent and glossy surfaces.
- D. Sweep clean concrete floors.
- E. Remove paint spatters from all exposed surfaces.
- F. Remove paint from mechanical and electrical equipment nameplates.
- G. Replace filters of operating equipment.
- H. Clean debris from roofs, gutters, downspouts, and drainage systems.
- I. Remove debris from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, and manholes.
- J. Wipe surfaces of mechanical and electrical equipment clean; remove excess lubrication.
- K. Clean light fixtures and lamps to function with full efficiency.
- L. Sweep and remove stains and foreign deposits from paved areas.
- M. Rake landscaped areas.
- N. Remove waste and surplus materials, rubbish, and construction facilities from the site. Do not burn waste materials, or bury debris or excess materials on Owner's property, or discharge volatile or other hazardous materials into drainage systems. Remove waste materials from the Project site and dispose of in a lawful manner.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents and record on them actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress, including surveys to record changes in location or elevation of above and below-grade physical project features.
- D. Specifications: Legibly mark and record at each Product Section description of actual Products installed, including the following:
 - 1. Manufacturer's name and Product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured elevations of foundations in relation to site datum.
 - 2. Measured horizontal and vertical locations and slope of underground utilities and appurtenances, referenced to site datum and baselines.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Drawings.
 - 6. Post-Construction surveys specified in Section 01050.
- F. Delete Engineer title block and seal (by crossing out) from Record Drawings.
- G. Include the following Contractor's signed statement on each Record Drawing sheet:

These Record Drawings have been prepared by

(Name of Contractor)

and accurately reflect as-built conditions. Responsibility for accuracy of the Record Drawings rests with the Contractor.
- H. Submit documents to Engineer with request for closeout inspection. (See Paragraph 1.021.02.A.1 of this Section.).
- I. **Definitive Certificate of Substantial Completion will not be issued until acceptable Record Drawings have been submitted.**

1.05 WARRANTIES

- A. Provide duplicate notarized copies of approved warranty certificates.
- B. Assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Provide Table of Contents and assemble in three-ring binder with durable plastic cover.
- D. Submit prior to final Application for Payment.
- E. Date of warranty shall be no earlier than the date of Substantial Completion.
- F. When Work is delayed beyond the initial date of Substantial Completion, provide updated/extended Warranty Certificate within ten days after acceptance of Work, listing date of acceptance as start of warranty period. Costs for providing updated/extended warranties shall be at no cost to the Owner.
- G. **For warranties with coverage period exceeding the Correction Period, make provisions for direct assignment of warranty to Owner. Cost for these warranties shall be included in the Contract Price.**
- H. **Engineer will not approve Final Application for Payment without approved Warranty Certificates.**

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 02015

PROTECTION OF UNDERGROUND UTILITIES

PART 1 - GENERAL

1.01 PROJECT CONDITIONS

- A. In preparation for and prior to commencing with the excavation work required by this Project, Contractor shall comply with the requirements of Pennsylvania Underground Utility Line Protection Law, Act 287 of 1974, as amended by Act 50 of 2017, Underground Utility Protection Law AKA PA One Call Law (the Law) and this specification Section.
- B. The existence and location of underground utilities shown on the Drawings is based on information supplied by the underground utility owners in accordance with the Law. Neither the Owner nor the Engineer warrants the accuracy of this information; this information is intended to serve as notification that such utilities exist in the general proximity of the Work.
 - 1. Contractor shall be responsible for the protection against direct or indirect injury of known existing underground pipes, conduits, utilities, and structures, or other property in the vicinity of the Work, or those that may be discovered during performance of the Work.
 - 2. Contractor shall maintain on site, during performance of the Work, a sufficient quantity of suitable materials, for sustaining or supporting any structure or utility that may be uncovered, which may be weakened, or otherwise compromised, whether or not such structure or utility is indicated on the Drawings.
 - 3. Cost of the work associated with protection of utilities shall be included in the Contract Price.
- C. The Contractor shall comply with notification provisions of the Law. Excavation shall only begin after notification by the Contractor of its intent to dig, is given to the One-Call System, within the time required by the Law. Damage to existing utilities resulting from the failure of the Contractor to follow the notification requirements of the Law shall be at Contractor's expense and no additional compensation will be provided.
 - 1. Contractor shall notify the utility not less than three nor more than ten business days prior to beginning excavation or demolition work.
 - 2. In case of complex projects notification shall be given not less than ten business days prior to beginning excavation or demolition work.
 - 3. If the Contractor removes its equipment and vacates the work site for more than two business days, (s)he shall notify the One Call System again, unless other arrangements have been made directly with the utility owner(s) involved.
 - 4. If the location of excavation changes, a new notification shall be made.
 - 5. Contractor shall provide the One-Call System with specific information to identify the site of the proposed work. Contractor shall provide any other information requested by the One-Call System.
 - 6. Contractor shall obtain a serial number from the One Call System evidencing compliance with notification requirements of the Law.

7. Contractor shall schedule and conduct a preconstruction meeting with the utility owners. Written notice of this meeting shall be provided to the Engineer a minimum of seven (7) business days in advance of the meeting. When a utility owner, with facilities located within the project area, requests a meeting with the Contractor, the Contractor shall promptly arrange and attend such a meeting. Contractor shall provide full accounting of any such meetings to the Engineer.
 8. If the utility owner fails to respond to the Contractor's request to the One Call System, or the facility owner notifies Contractor that the utility cannot be marked within the time frame, and a mutually agreeable date for marking cannot be arrived at, the Contractor may proceed with excavation as scheduled, but not earlier than the lawful dig date.
 9. If the Contractor has reason to believe that the facilities have been overlooked or marked incorrectly, the Contractor shall contact the One Call System and re-notify the utility owner. If, after re-notification, sufficient information to safely excavate is still not provided, Contractor shall be compensated, by the Owner, in accordance with the payment provisions of the Law and of the Contract, for all costs resulting from repairs to, or replacement of damaged, existing underground utilities or structures.
- D. Contractor shall establish procedures, for emergency action and repairs to utilities accidentally damaged during construction, with the utility owners prior to the commencement of work. During the course of the work, if the Contractor accidentally damages an existing utility, the Contractor shall immediately follow the established procedures for emergency action and repairs.
1. Contractor shall immediately notify 911 and the utility owner if the damage results in the escape of any flammable, toxic, hazardous or corrosive gas or liquid, which endangers life, health, or property.
 2. Contractor will not be subject to liability, or incur any obligation to utility owner, or others who sustain injury to person or property, if Contractor has complied with the terms of the Law and has not otherwise been negligent.
 3. When the Contractor damages a utility during the excavation work and the damage results in personal injury or property damage to parties other than the Contractor or the utility owner, the Contractor shall submit an incident report to the Pennsylvania Public Utility Commission and to any other agency required by the Law, no later than ten (10) business days after the incident. A copy of the incident report shall also be submitted to the Engineer and Owner.
- E. **Provided that existing services had been correctly marked prior to excavation operations and further provided that the Contractor did not further damage the existing service line(s)**, when the Contractor, during the progress of the excavation, uncovers utility services, which because of previous (concealed) damage or age are in poor condition, the Contractor shall immediately notify the utility owner in order that steps may be taken for replacement or repair.
1. Locations of repairs, and the procedures of repairs that have been made by Contractor, at the direction of the utility owner, shall be recorded by the Contractor.
 2. Contractor shall be compensated, by the Owner, in accordance with the payment provisions of the Law and of the Conditions of the Contract, for all costs resulting from repairs, or replacement authorized by the utility owner.

3. In the event the Contractor, during the progress of the excavation, further damages the existing service line(s) (s)he shall be responsible for the resulting costs.
- F. Pipes, conduits, and other underground utilities exposed as a result of the Contractor's operations, shall be adequately supported, along their entire exposed length, by timber or planking, installed in such a manner that the anchorage of the supporting members will not be disturbed or weakened during the backfilling operations. Backfill of selected material shall be carefully placed and compacted under and around the supports, and all supports shall be left in place as a guard against breakage of the supported facility due to trench settlement.
- G. Contractor shall perform exploratory excavations when, in the opinion of the Engineer, the utility owner, or the project owner, it is necessary to determine, or confirm the location(s) of existing underground structures and utilities.
1. Contractor shall excavate test pits to determine the location and elevation of existing subsurface utilities, or structure(s) at locations where indicated on the Drawings and other areas as directed by the Engineer. Excavate such test pits in the presence of an authorized representative of the utility/structure owner. Contractor may not proceed with excavation work without the prior notification and approval of the owner of the subsurface utility, or structure(s).
 2. Contractor may not proceed with excavation work in locations where new utility lines are to be connected to existing utility lines until test pits have been dug and the exact location and elevation of the existing utility has been determined.
 3. Work required for digging test pits at the request of the Engineer, utility owners or other interested parties will be classified as "Miscellaneous Unclassified Excavation".
 4. Test pits or other miscellaneous excavation performed for the Contractor's convenience will be at Contractor's expense.
- H. Contractor shall plan the excavation to avoid damage to or minimize interference with underground utilities in the construction area. Excavation that requires temporary or permanent interruption of a utility service shall be coordinated with the affected utility owner.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

3.01 PAYMENT FOR ADDITIONAL WORK

- A. General: The cost for repair and/or support of existing underground utilities and structures damaged during construction, including those found to have been damaged previously (concealed), or in poor condition due to age, will be paid as follows:
1. If the utility/structure was properly and correctly marked, in accordance with the Law, Contractor shall be responsible for all costs, including support material left in place.
 2. If the utility/structure was not shown, or was marked improperly or incorrectly, and not in accordance with the Law, Contractor will be compensated for the work performed in accordance with the payment provisions of the Contract and as further specified below.
 3. Payment of work for repair/replacement of a utility/structure, which was properly and correctly marked, in accordance with the Law, but was found to have been damaged previously (concealed), or in poor condition due to age, shall be as specified in Paragraph 1.01.E.2 above.
- B. When information on the location of existing utilities is not provided, the information provided is inaccurate or incorrect, or uncharted or incorrectly charted utilities are encountered, the Contractor shall determine the location of the existing utilities by utilizing prudent techniques including excavating test pits. The Contractor shall submit written notification to the Engineer apprising the Engineer of the conditions that have warranted the notification and request for additional compensation. In the event that written notification cannot be immediately provided, the Contractor may provide oral notification to the Engineer followed by written notification no later than three (3) business days thereafter. After submission of written notification, the Contractor will be entitled to additional compensation in accordance with the Law.
1. Where a price for additional excavation has been indicated in the Contract Documents, payment will be made as “Miscellaneous Unclassified Excavation”. When a price is not indicated, the extra work will be paid on a force account (time and material) basis in accordance with the latest edition of the Pennsylvania Department of Transportation Publication 408, Specifications.
 2. When claiming extra work on a force account basis, the Contractor shall complete a Force Account Daily Sign-Off form (PA DOT CS-4347) on a daily basis. The Engineer or an authorized representative of the Owner shall countersign the sign-off form. Failure to complete the sign-off form on a daily basis may constitute grounds to deny additional payment.
 3. Contractor shall submit a change order request for the extra force account work. The change order request shall include a Negotiated Price Cost Justification form (PA DOT CS-4347CJ) as well as copies of the daily sign-off forms for the period covered under the change order request. Fees for subcontractors, overhead and profit, and other costs, as may be allowed by the Conditions of the Contract, shall be in accordance with the Conditions of the Contract. The Engineer reserves the right to require additional documentation to substantiate the amounts claimed in the change order request.
 4. The change order request will be processed in accordance with the Conditions of the Contract.

END OF SECTION

SECTION 02210

SITE GRADING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Rough grading of the site and other disturbed areas.

1.02 RELATED SECTIONS

- A. Soil Erosion and Sedimentation Control: Section 01560.
- B. Roadway Excavation, Backfill, and Compaction: 02230.
- C. Finish Grading: Section 02260.

1.03 DEFINITIONS

- A. Earth Excavation: Materials of any kind in the excavation which, in the opinion of the Engineer, cannot be classified as rock excavation.
- B. Unclassified Excavation: Removal of materials of any kind in the excavation, including rock excavation.
- C. Miscellaneous Unclassified Excavation: Unclassified excavation required by the Engineer and not included in other items for payment.
- D. Subgrade: Prepared earth surfaces on or over which additional materials will be placed or work is to be performed. Includes bottom of swales, berms and embankments.

1.04 SITE CONDITIONS

- A. **Classification of Excavated Materials: Under this Contract, all excavation is unclassified. No consideration will be given to the nature of materials, which may include rock, encountered in excavation operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials.**
- B. Environmental Requirements:
 - 1. Do not perform grading when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated or frozen in place soil and precipitation of any kind present on the soil or occurring during the Work.

2. Exercise the necessary means and methods to control dust on the site as well as in the off-site work areas where excavation and grading are required.
 3. Do not leave the site in a dusting condition following the work of this Section. If necessary, employ a watering schedule to control the dust.
 4. Do not use frozen material in performing the work or place materials on frozen surfaces.
 5. When it is necessary to haul soft or wet soil material over roadways, use suitably tight vehicles to prevent spillage. Clear away spillage of materials on roadways caused by hauling at no expense to the Owner.
 6. Plan work so as to provide adequate protection during storms with provisions available at all times for preventing flood damage.
- C. Protection: Assume all risks attending the presence or proximity of overhead or underground public utility and private lines, pipes, conduits and support work for same, also existing structures and property of whatever nature, in or over excavations or adjacent to such excavations. Complete responsibility for replacement and restitution work of whatever nature to the above, as damaged or destroyed by work of this Contract, rests solely with the Contractor and at no expense to the Owner.
1. Outside Rights-of-way: Take necessary precautions to protect trees, shrubs, lawns and such other landscaping from damage. Restitution work for damages rests solely with the Contractor and at no expense to the Owner.
 2. Temporary Protective Construction: Erect and maintain without expense to the Owner, substantial barricades to exclude pedestrians or vehicles.
- D. Explosives and Blasting: Not permitted in performance of site grading work.
- E. Prior to any excavation activity the Pennsylvania One Call System must be contacted.
- F. Borrow Excavation: When the required quantity of suitable fill/backfill material exceeds the quantity of suitable on-site excavated material, provide borrow excavated material at no additional cost to the Owner. If borrow excavated material is needed, notify the Engineer sufficiently in advance to permit the Engineer to verify such need and to confirm the proposed borrow material's suitability. Engineer will approve, in writing, borrow excavated material prior to its use. All borrow fill/backfill shall meet the requirements of Item 2.01.A. of this Section.
- G. Excess Excavated Material: No right of property in materials is granted to the Contractor of excess on site excavated materials prior to completion of Site Work. This provision does not relieve the Contractor of the responsibility to remove and dispose of surplus excavated materials as well as unsuitable material such as sod, stumps and spongy soil, and excess rock, which shall be removed by the Contractor and disposed legally off-site. Costs for loading, transportation and disposal of excess and unsuitable material, and of rock shall be included in the Contract Price

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Backfill/Fill: On-site, or borrow excavated or borrow soil or soil-rock mixed materials free of topsoil, vegetation, lumber, metal, and refuse; and free of rock or similar hard objects larger than six inches in any dimension. Rock to soil ratio shall not exceed one part rock to three parts soil.
- B. Coarse Aggregate Material: As shown on Drawings, conforming to PDT Section 703.2.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Salvaged Topsoil: Within the areas indicated for grading, strip turf and topsoil to the depth of suitable topsoil material and stockpile for subsequent topsoiling operations.
 - 1. Topsoiling: Performed as work of Section 02260.
- B. Stockpiling: Place topsoil storage piles separate from other excavated material, within the limits of the project, on well-drained land and at locations not interfering with the performance of Work.

3.02 PERFORMANCE

- A. Erosion Control: Implement erosion control measures during performance of work of this Section. Erosion Control as specified in Section 01560.
- B. Overlot Grading: Perform rough grading over the site within the areas to be graded as indicated on the Drawings.
 - 1. Topsoiled Areas: Not more than 0.15 ft. above or below indicated grade less specified topsoil depths.
 - 2. Vehicle Traffic Area Grading: As specified in Section 02230.
- C. Removing Obstructions:
 - 1. Where rock is encountered at proposed subgrade elevations, remove such for a depth of eight inches below proposed subgrade.
 - 2. At excavation bottom, cut rock to form level bottom of swale.
 - 3. Removal of Rock by Means Other Than Blasting: Where removal of rock is required, remove by the use of mechanical surface impact equipment, by drilling and hydraulic rock splitting equipment, or by other Engineer approved methods.
- D. Compaction: Compact finished subgrades to the minimum final density percentages specified herein which are based on the maximum dry weight density of subgrade materials at their optimum moisture content.
 - 1. Overlot Grading: Not less than 90%.

2. Roadway Subgrade: Not less than 95%.
- E. Corrections: Correct roadway subgrade irregularities exceeding previously specified limits to the Engineer's satisfaction either by removing or adding material as required, followed by rolling until satisfactorily compacted.
 - F. Roadway Base Course and Surface Construction: As specified in Section 02500.

3.03 FIELD QUALITY CONTROL

- A. Field Moisture-Density Tests: When deemed necessary by the Engineer the Contractor will be required to conduct a minimum of two field moisture-density determinations on Site Grading work at locations designated by the Engineer.
 1. The moisture content at which the maximum density of the Backfill is obtained with a given compactive effort, AASHTO T99, shall be considered the optimum moisture content.
 2. Determine compaction density of embankment in accordance with AASHTO T191 or AASHTO T310.
 3. Determine compaction density of roadway in accordance with AASHTO T191 or AASHTO T310.
 4. Field compaction density may be determined by Nuclear Density Testing, ASTM D6938; or the Rubber Balloon Method, ASTM D2167, but only with Engineer's written permission.

END OF SECTION

SECTION 02230

ROADWAY EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Materials and performance of work for roadway reconstruction.
- B. Subgrade Stabilization.

1.02 RELATED SECTIONS

- A. Soil Erosion and Sedimentation Control: Section 01560.
- B. Paving and Surfacing: Section 02500.

1.03 SITE CONDITIONS

- A. Environmental Requirements: Do not perform roadway excavation, backfill, and compaction when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated or frozen in place soil and precipitation of any kind present on the soil or occurring during the Work.
- B. Dust Control: Exercise the necessary means and methods to control dust on the site during the roadway excavation, backfill, and compaction work.
- C. Excess Materials: No right of property in materials is granted the Contractor of excess on site materials prior to completion of Site Work. This provision does not relieve the Contractor of his responsibility to remove and dispose of surplus excavated materials. Materials unsuitable for roadway subgrade and not suitable for other uses on-site shall become the property of the Contractor and shall be disposed of legally off-site.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Backfill: On-site or borrowed excavated soil or soil-rock mixed materials free of topsoil, vegetation, lumber, metal, and refuse and rock or similar hard objects larger than six inches in dimension. Rock to soil ratio not to exceed one part rock to three parts soil.
- B. Subgrade Stabilization (Contingency Item): Geogrid shall be InterAx NX750 Geogrid by Tensar, or approved equal.

PART 3 - EXECUTION

3.01 PERFORMANCE

- A. Perform soil erosion control work in accordance with requirements of Section 01560.
- B. Roadway Excavation: Excavate, remove and dispose of materials within the limits indicated on the Drawings for roadways.
 - 1. Excavate to roadway subgrade depths required.
 - 2. Remove rock encountered in roadway excavation to a depth six inches below finished subgrade elevations.
 - 3. Excavate subgrade material determined unsatisfactory in the opinion of the Engineer. Refill such areas to required elevation with Backfill. Payment for additional excavation required to remove unsatisfactory material will be paid in accordance with the unit price bid for Miscellaneous Unclassified Excavation.
- C. Roadway Grading: Shape subgrade of roadways, intersections, approaches, entrances, and adjoining pedestrian walkways to no more than 0.10 foot above or below the elevations indicated on the Drawings.
- D. Compaction: Compact subgrade material to a minimum final density of not less than 95 percent of the maximum dry weight density at its optimum moisture content. Perform finish rolling on roadway subgrade just prior to installation of aggregate base course.
- E. Subgrade Stabilization (Contingency Item): Geogrid shall be used to address unanticipated soil conditions and shall only be used when authorized by Engineer. Contractor shall install geogrid materials per manufacturer's instructions.
- F. Roadway Base Course Construction: Final subgrade preparation and roadway base course construction as specified in Section 02500.

3.02 FIELD QUALITY CONTROL

- A. Surface Tolerance: Check finished subgrade surface for smoothness and elevation in accordance with the following:
 - 1. Use an approved template shaped to conform to the design requirement indicated on the Drawings for checking crown and contour of roadways.
 - 2. Use an approved ten-foot straightedge to check for longitudinal irregularities in the subgrade.
 - 3. Use string lines for controlling the finished elevation of roadway subgrade. Maintain such lines until surface irregularities have been satisfactorily corrected.
- B. Corrections: Correct surface irregularities exceeding previously specified limits to the Engineer's satisfaction either by removing or adding material as required, followed by rolling until satisfactorily compacted.

- C. Field Moisture-Density Tests: When deemed necessary by the Engineer the Contractor will be required to conduct a minimum of two field moisture-density determinations on Site Grading work at locations designated by the Engineer.
1. The moisture content at which the maximum density of the Backfill is obtained with a given compactive effort, AASHTO T99, shall be considered the optimum moisture content.
 2. Determine compaction density of embankment in accordance with AASHTO T191 or AASHTO T310.
 3. Determine compaction density of roadway in accordance with AASHTO T191 or AASHTO T310.
 4. Field compaction density may be determined by Nuclear Density Testing, ASTM D6938; or the Rubber Balloon Method, ASTM D2167, but only with Engineer's written permission.
- D. Proof Roll:
1. Prior to placing aggregate subbase material, proof roll subgrade with a loaded tri-axle dump truck or a 10-ton vibratory roller under the observation of the Engineer, to check for any loose or unstable areas.
 2. Remove soft, loose and disturbed materials and replace with aggregate backfill, or as approved by the Engineer.
 - a. Payment for this additional work will be made at the applicable unit prices bid for Miscellaneous Unclassified Excavation and Miscellaneous Aggregate for Backfill and Other Uses.

END OF SECTION

SECTION 02260
FINISH GRADING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Final Grading.
- B. Topsoil

1.02 RELATED SECTIONS

- A. Site Grading: Section 02210.
- B. Landscaping: Section 02480.

1.03 SITE CONDITIONS

- A. Environmental Requirements: Do not perform Work of this Section when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated or frozen in place soil and precipitation of any kind present or occurring during the Work.
- B. Existing Conditions: Following performance of related construction and prior to finish grading, remove debris and perform site leveling in preparation for Finish Grading. Dispose debris legally off-site.
- C. Seeding Dates: The following dates shall govern except when environmental conditions warrant, the Engineer may extend the seeding dates.
 - 1. Spring: March 1 to June 1.
 - 2. Fall: August 1 to October 1.
- D. Dust Control: Control dust on the site and at the off-site work areas where Finish Grading is required.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Topsoil: Use on-site or borrowed, fertile, friable, natural, productive surface soil. Use topsoil free of subsoil, clay, stones, or similar hard objects larger than 2 inches in greatest dimension, and partially disintegrated debris and materials toxic or harmful to growth.

- B. Borrow Topsoil: Use productive topsoils from Contractor's source and of a quality meeting the requirements specified above for Topsoil. Provide borrow topsoil only if quantity of stripped and stockpiled, or other acceptable on-site topsoil is not sufficient.

2.02 SOIL SUPPLEMENT MATERIALS

- A. Agricultural Liming Materials: Products containing calcium and magnesium compounds capable of neutralizing soil acidity and containing not less than 80% of total carbonates. Use liming materials meeting requirements of ASTM Designation C602 and conforming to applicable state liming material regulations. Application rates as follows:
 1. Temporary Seeded Areas: 2000 Lbs. per Acre.
 2. Permanent Seeded Areas: 4 tons per Acre.

- B. Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in composition as determined by soil analysis and in conformity with applicable state fertilizer laws. Applications rates as follows:
 1. Temporary Seeded Areas: 5-5-5 at 1000 Lbs. per Acre.
 2. Permanent Seeded Areas:
 - a. 10-20-20 Analysis Commercial Fertilizer at 678 Lbs. per Acre; and
 - b. 38-0-0 Urea Form Fertilizer at 242 Lbs. per Acre; or
 - c. 32-0-0 TO 38-0-0 Sulfur Coated Urea Fertilizer at 286-242 Lbs. per Acre; or
 - d. 31-0-0 IBDU Fertilizer at 295 Lbs. per Acre.

2.03 LAWN AND SEED MATERIALS

- A. Grass Seed Mixes: New crop seed, furnished in sealed packages with proof of correct mixture evidenced, age of seed indicated, and compliance with applicable state regulations evidenced if required. Seeds and mixture are as follows:

	Species in Mix	Application Rate	Percent Purity/Germination
Temporary	Annual Rye	48 LBS/AC	98%
	Perennial Rye	19 LBS/AC	98%
Permanent	Kentucky Bluegrass	29 LBS/AC	98%
	Creeping Red Fescue	53 LBS/AC	98%

- B. Lawn Mulch: Straw Stalks of any threshed grain or tall hay grass stalks free from seed bearing stalks or roots harmful to lawn growth. Mulch material containing noxious weeds, decomposed material or brittle weed material is not acceptable.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Perform site grading as specified in Section 02210.
- B. Prepare subsoil surface for finish grading by dressing and shaping to provide for the uniform placement of topsoil.
- C. Prepare subsoil surface for topsoiling by loosening to a depth of 4 inches and dressing and shaping to provide for the uniform placement of topsoil.
- D. Remove surface rock or other foreign objects exceeding 3 inches in greatest dimension. Dispose of such rock and debris in a lawful manner off-site.

3.02 PERFORMANCE

- A. Placement: Placement of topsoil shall begin after all work in areas scheduled to be finish graded is completed. Place topsoil over areas indicated for new grading contours.
 - 1. Do not place topsoil over areas indicated to receive paving or walkways.
 - 2. Do not work topsoil while frozen or wet.
 - 3. Do not work topsoil in a dusting condition but moisten same to prevent a dust nuisance.
 - 4. Scarify subsoil to a depth of 2 inches for bonding topsoil with subsoil.
 - 5. Work topsoil into subsoil, on sloped areas, and blend to prevent slip-planing between the two soils; leave sufficient cover of topsoil to ensure seed germination. Perform blending of soils by ridging or serrating the subsoil on the slopes.
 - 6. Dress-up minor depressions, due to settling and erosion, and eliminate other minor irregularities, by placing topsoil in these areas.
- B. Finished Elevations and Lines: Grade topsoiled areas at the site to within a tolerance of \pm one-tenth of a foot of the elevations and lines indicated and in accordance with the following:
 - 1. Grade a uniform longitudinal fall in swales and other surface drainage areas to provide a drainage flow line that can easily be maintained and traversed with normal lawn maintenance equipment.
 - 2. Establish finish grade of topsoil 1/2 to 3/4 inch below top of abutting walks or paving to provide positive drainage of same.
 - 3. Finish-grade topsoil to a minimum depth of 6 inches and a maximum depth of 12 inches.
 - 4. Finish-graded surfaces shall be left free of objectionable material larger than 2 inches in greatest dimension. Dispose of such objectionable material in a legal disposal area off-site.
- C. Compaction: Perform final compaction of finish grades using a light roller weighing not over 120 pounds per foot-width of roller.

- D. Tillage: Till soil over areas indicated for lawn regardless of type of lawn work performed. Use equipment and methods common to such work, and till soil to a two-inch depth minimum.
- E. Soil Supplement Addition: Soil supplements for lawn areas may be incorporated into the soil during tillage operations.
- F. Seeding: Sow seed mixtures when air current is low and not more than five days after soil supplements have been applied. Sow seeds in two applications using either mechanical power seeders or mechanical hand seeders. Sow one-half of the seed mixture in one direction over designated areas and the remainder at right angles to the first sowing. Seeding rates as follows:
 - 1. Grass Seed Mixture: 5 pounds per 1,000 sq. ft. areas.
- G. Seed Cover: Imbed seed mixtures into topsoil 1/4 inch using a light drag or rake and moving in directions parallel to the contour lines. Immediately after dragging or raking, compact seeded areas using a cultipacker or similar design lawn roller, weighing 60 to 90 pounds per linear foot of roller, and roll at right angles to existing slopes.
- H. Contractor Option: Seeding and soil supplement application may be performed by the hydroseeding method. Rates of application, methods and equipment shall be approved by Engineer.
- I. Lawn Mulching: Evenly apply mulch over seeded areas not more than 48 hours after seeding. Start mulching at windward side of relatively flat areas, or at the upper part of slopes. Spread mulch in a total coverage at a depth not less than 1½ inches nor more than 3 inches.

3.03 MAINTENANCE

- A. Maintenance operations shall begin immediately after seeding and planting is performed and shall continue throughout the guarantee period. In general, maintenance shall include weeding, applying mulch as needed, controlling insects and diseases and performing other particular operations as follows:
 - 1. Seeded Areas: Keep seed moist continually for proper germination and water thereafter as necessary to prevent drying out or burning. Reseed areas not showing a prompt catch of grass, correct depressions and irregularities and reseed; repeat until a complete coverage is obtained. Cut seeded areas at required intervals to maintain grass at a height as follows:
 - a. Lawn areas: 2½ inches Maximum.
- B. At conclusion of construction period, the Engineer shall make an inspection of the landscaping work to determine condition of acceptance. Make such additional repairs and replacements as required by the Engineer. Perform such work at no expense to the Owner.

END OF SECTION

SECTION 02480

LANDSCAPING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Soil Supplements.
- B. Trees.
- C. Seeding Material.

1.02 RELATED SECTIONS

- A. Site Grading: Section 02210.
- B. Finish Grading: Section 02260.

1.03 QUALITY ASSURANCE

- A. Source Quality Control:
 - 1. Packaged Products shall indicate the manufacturer's guaranteed analysis on each package and arrive on-site as originally packaged and unopened.
 - 2. For freshly dug plants, use nursery-grown stock acclimated to the soil and climatic conditions in the local area of intended planting.
 - 3. Use plants grown under good nursery practices for a period of two full growing seasons in a State certified nursery.

1.04 SUBMITTALS

- A. Seed Certification: Submit certificates or certifying tags indicating lawn seed mixture and bioswale mixture, seed purity percentage, seed germination percentage and weed seed content percentage to certify conformity with the Specifications.
- B. Plant Certifications: Submit plant material certificates certifying the plants to be typical of the species or variety and in conformity to the current edition of American Standard for Nursery Stock of the AAN.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver packaged products to the site in unopened containers with labels intact and legible.
- B. Deliver plant materials to the site in a protected condition to prevent wind damage and drying. Plant material exhibiting a heated or sweated condition due to tight packing or poor ventilation is subject to rejection.
- C. Deliver plants with a securely attached waterproof tag legibly indicating the name and size in accordance with the AAN standards of practice. Provide at least one tagged plant in each bundle or lot. In all cases, botanical names shall take precedence over common names.
- D. Store packaged products in such a manner to prevent moisture damage and other forms of contamination.
- E. Store balled or wrapped and potted plants in accordance with the AAN practices to prevent drying out. Store bare rooted plants by the heeling-in-method immediately after delivery, or permanently plant such bare rooted plant, immediately after delivery.
- F. Prepare dug plants for handling and shipment with balled and burlapped (B&B) root systems. Perform B&B work in accordance with AAN Standards and in accordance with ANSI Z60.1 concerning diameter and depths of balls on B&B plants. B&B plants arriving at the site with broken, loose or fractured balls are subject to rejection.

1.06 PROJECT CONDITIONS

- A. Environmental Requirements: Do not perform Work of this Section when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated or frozen in place soil and precipitation of any kind present or occurring during the Work.
- B. Seeding Dates: The following dates shall govern except when environmental conditions warrant, the Engineer may extend the seeding dates.
 - 1. Temporary: Not after October 15.
 - 2. Permanent: June 1 to October 15.
 - 3. Ernst Bioswale Mix: May to August or September to April.
- C. Plant Setting Dates: The following dates shall govern except when environmental conditions warrant, the Engineer may extend the plant setting dates.
 - 1. Deciduous Trees: Spring – March 1 – May 15; Fall – August 1 to November 15.
- D. Protection:
 - 1. Protect seeded areas from washouts by one of the methods specified in this Section. Should washouts and bare spots develop resulting from inadequate

- protection or otherwise, perform such reseedling as required until a healthy, complete coverage stand of grass is obtained.
2. Use temporary barricades to protect lawn areas from foot traffic or other uses until a healthy, total coverage stand of grass is obtained. Barricade materials subject to Engineer's approval.
 3. After plant setting work, install stake and guy supports on those plants indicated as being staked to prevent uprooting by wind or otherwise. Do not locate stakes and guy supports where pedestrian safety would be endangered.

1.07 WARRANTY

- A. Warranty trees and shrubs, for the specified Correction Period, which starts after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents which are beyond Contractor's control.
- B. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period.
 1. Replacement specimens shall be warranted for an additional Correction Period, after acceptance by Owner, in accordance with the Conditions of the Contract.

PART 2 - PRODUCTS

2.01 SOIL SUPPLEMENT MATERIALS

- A. Agricultural Liming Materials: Products containing calcium and magnesium compounds capable of neutralizing soil acidity and containing not less than 80% of total carbonates. Use liming materials meeting requirements of ASTM Designation C602 and conforming to applicable state liming material regulations. Application rate as indicated on the Drawings.
- B. Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in composition as determined by soil analysis and in conformity with applicable state fertilizer laws. Application rate as indicated on the Drawings.

2.02 LAWN AND SEED MATERIALS

- A. Grass Seed Mixtures: New crop seed, furnished in sealed packages with proof of correct mixture evidenced, age of seed indicated and compliance with applicable state

regulations evidenced if required. Refer to Section 02260 for seed mix content and application rates.

2.03 PLANT MATERIAL

- A. Plant Stock: Provide plants of species indicated on the Drawings and true to type and name in accordance with the current edition of Standardized Plant Names, American Joint Committee of Horticulture Nomenclatures. Provide healthy plants free from insect infestations, typical of the species or variety, and which conform to the current edition of American Standard for Nursery Stock of the AAN for grading requirements; and ANSI Z60.1 for plant quality and minimum root spread.
- B. Minimum Acceptable Plant Sizes: Measure plants before pruning with branches in normal position; plant size shall conform to measurements indicated on the Drawings. Plants larger in size than indicated may be used, but at no change in Contract Price. If larger plants are used, proportionately increase the root ball or spread of roots in accordance with AAN rules.
- C. Container Grown Plants: Provisions of ANSI Z60.1 shall also govern container-grown plants. Provide container-grown plants of at least one year but not more than two years growth in the same container.
- D. Collected Plants: Provide collected plants of species and sizes indicated on the drawings and of such quality conforming to AAN Standards, except the root system or ball of collected plants shall be at least 25 percent larger than that specified for nursery grown stock.
- E. Refer to "Plant Schedule" on the Drawings for type and size of plants.

2.04 MULCHING MATERIAL

- A. Lawn Mulch: Straw Stalks of any threshed grain or tall hay grass stalks free from seed bearing stalks or roots harmful to lawn growth. Mulch material containing noxious weeds, decomposed material or brittle weed material is not acceptable.
- B. Plant Mulch: Non-dyed, double-shredded hardwood bark, free from foreign material and substances toxic to plant growth.

2.05 PROTECTIVE MATERIALS

- A. Stakes and Wires: Rough-sawn straight-grained hardwood stakes, free of serious defect and of dimensions indicated on the Drawings. Use wires no smaller than No. 12 gauge galvanized steel with fabric reinforced rubber hose not less than 5/8-inch nor more than one inch O.D. of sufficient length to protect trees from damage by wire.

- B. Tree Wrap: Krinkle-kraft waterproof paper 30-30-30 in four-inch widths minimum. Use lightly tarred medium or coarse sisal yarn twine to tie tree wrap.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Tillage: Perform tillage of finish graded soil over areas indicated for lawn regardless of type of lawn work performed. Use equipment and methods common to such work, and till soil to a two-inch depth minimum.
- B. Soil Supplement Addition: The soil supplements for lawn areas, as required according to the Engineer approved laboratory test reports, or as indicated on the Drawings may be incorporated into the soil during tillage operations.
 - 1. Perform tilling operations in accordance with Section 02260.
- C. Plant Pits: Prepare planting beds, plant trenches and plant pits to the depths required below finished grade according to the recommended practices of the AAN. However, the following minimum plant pit dimensions shall take precedence over the AAN if in conflict.
 - 1. Excavate plant pits with vertical sides and flat bottoms.
 - 2. Excavate plant pits large enough to allow a minimum of 12 inches beyond the circumference of the root system or ball and six to eight inches beneath the root system or ball.
- D. Plant Setting Operations: Set plants to ensure that after settlement the plant stem projects from the soil as much as before transplanting. Set plants plumb and straight with allowance for settlement and in accordance with following:
 - 1. Ground Cover Plants: Set each plant in a slight depression for catching rainwater and top-off such depressions with two inches of mulch spread uniformly and compacted. Thoroughly water groundcover bed immediately following planting.
 - 2. Balled & Potted Plants: Set each plant in prepared circular pits deep enough to accommodate a bed of topsoil not less than six inches deep under the ball or pot of shrubs and 12 inches under the ball of trees. Remove burlap from the top third of root balls, and completely remove ropes, twine and wires from root balls. Completely remove containers from potted plants, however, the earth shall remain unbroken around roots. Place Backfill Mix in plant pits under and around root balls in six-inch layers and tamp to eliminate voids. At the half-way point in backfilling, flood pit with water and continue backfilling after water dissipates. Backfill pits to grade, and build up a ring of soil three inches deep over edge of plant pit to facilitate maintenance watering. Place a two-inch layer of plant mulch within the ring prior to watering.
 - 3. Bare Root Plants: Set plants with root system properly spread out and work Backfill Mix among the roots. Cut off clean any broken or frayed roots. Backfill in six inch layers to grade using water to settle each layer. Form a ring of soil

three inches deep over edge of plant pit to facilitate maintenance watering. Place a two-inch layer of plant mulch within the ring prior to watering.

3.02 PERFORMANCE

- A. Seeding: Sow seed mixtures when air current is low and not more than five days after soil supplements have been applied. Sow seeds in two applications using either mechanical power seeders or mechanical hand seeders. Sow one-half of the seed mixtures in one direction over designated areas and the remainder at right angles to the first sowing. Seeding rates as shown on the Drawings.
- B. Seed Cover: Imbed seed mixtures into topsoil 1/4-inch using a light drag or rake and moving in directions parallel to the contour lines. Immediately after dragging or raking, compact seeded areas using a cultipacker or similar design lawn roller, weighing 60 to 90 pounds per linear foot of roller, and roll at right angles to existing slopes.
- C. Contractor Option: Seeding and soil supplement application may be performed by the hydroseeding method. However, rates of application, methods and equipment shall receive Engineer's prior approval.
- D. Lawn Mulching: Evenly apply mulch over seeded areas not more than 48 hours after seeding. Start mulching at windward side of relatively flat areas, or at the upper part of slopes. Spread mulch in a total coverage at a depth not less than 1½ inches nor more than three inches.

3.03 PROTECTION INSTALLATION

- A. Wrapping: Immediately after planting, wrap the trunks of deciduous shade and flowering trees with Tree Wrap waterproof paper overlapping 1½ inches between the lowest main branches and the ground line. Tie wrapping at five places along the trunk including top, middle and bottom.
- B. Staking Trees: Within three days after planting, stake trees as detailed at perimeter line of root ball and to sufficient depth to hold tree rigid. Drive stakes vertically and not twisted or pulled. Place wire ties as indicated with protection (hose) at points of contact with bark. Stake trees as follows:
 - 1. Stake trees up to two inches caliper with two stakes.
 - 2. Stake trees two inches caliper and larger with three stakes.
 - 3. Stake evergreen plants six feet and taller with two stakes.

3.04 PRUNING

- A. Prune new plant material to minimum necessary to remove injured twigs and branches and to compensate for loss of roots during transplanting, but never to exceed more than

half of the branch structure. Pruning may be done before delivery of plants, but not before plants have been inspected and approved. Paint cuts over 3/4-inch in diameter with an approved tree-wound paint.

- B. Prune existing trees indicated to remain to remove all dead and interfacing branches. Remove lower branches to provide a minimum clearance five feet from finished grade. Paint cuts over 3/4-inch in diameter with an approved tree-wound paint.
- C. To repair small decay cavities in existing trees, remove decayed material to a depth which exposes healthy tissue. Shape cavities to provide drainage. Cover exposed cambium layers with clear shellac or tree-wound paint, to prevent drying and leave cavities open.

3.05 MAINTENANCE

- A. Maintenance operations shall begin immediately after seeding and planting is performed and shall continue throughout the warranty period. In general, maintenance shall include weeding, applying mulch as needed, controlling insects and diseases and performing other particular operations as follows:
 - 1. Seeded Areas: Keep seed moist continually for proper germination and water thereafter as necessary to prevent drying out or burning. Reseed areas not showing a prompt catch of grass, correct depressions and irregularities and reseed; repeat until a complete coverage is obtained. Cut seeded areas at required intervals to maintain grass at a maximum height of 2¹/₃ inches.
 - 2. Sod: Perform daily watering if necessary for the establishment of the sod; water thereafter at frequencies required to maintain growth. Cut sod at required intervals to maintain a maximum height of 2¹/₂ inches.
 - 3. Plants: Water the plant root systems at regular intervals and keep surrounding soil in condition for promotion of root growth. Maintain and adjust stake wires if necessary and rewrap tree trunks when necessary. Perform pruning, other than initial pruning, as necessary to remove dead leaders and branches. Replace plants that are dead, unhealthy or in a badly damaged condition with like species plants. Do not make replacements during seasons definitely unfavorable for planting.
- B. At conclusion of construction period, the Engineer shall make an inspection of the landscaping work to determine condition of acceptance. Make such additional repairs and replacements as required by the Engineer. Perform such work at no expense to the Owner.

END OF SECTION

SECTION 02500

PAVING AND SURFACING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Bituminous Pavements.
- B. Line Painting.

1.02 QUALITY ASSURANCE

- A. Source Quality Control:
 - 1. Use materials conforming to requirements of the Commonwealth of Pennsylvania Department of Transportation Specifications Publication 408, latest edition.
 - 2. Use products of a bituminous concrete producer regularly engaged in production of bituminous concrete conforming to the standards referenced herein.
- B. Requirements of Regulatory Agencies:
 - 1. Removal, protection and replacement of paving on roadways other than State Highways shall be performed in accordance with the requirements of the authority having jurisdiction over the roadway.

1.03 SUBMITTALS

- A. Certificates: Furnish certification from bituminous and aggregate producer attesting that materials conform to requirements of Pennsylvania Department of Transportation Specifications.

1.04 PROJECT CONDITIONS

- A. Time Requirements: The permanent replacement of street roadway and shoulder pavement will be placed as soon as the trenches have been acceptably backfilled. However, in the event the permanent pavement cannot be placed due to weather limitations, provide a temporary pavement. No separate or additional payment will be allowed the Contractor for furnishing, placing, maintaining, and removing this temporary pavement.
- B. Protection:
 - 1. Protect paved surfaces outside of the limits of work. Repair pavement outside limits damaged by constructing operations at no additional expense to the Owner.
 - 2. The Contractor shall be liable for damages to roads caused by his equipment. The repairs may include lane or full roadway width overlays as directed by authority

having jurisdiction over roadway. No additional payment will be made for repairs to roads damaged by the Contractor.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Asphalt Cement: PG64-22 conforming to PDT Bulletin 25.
- B. Roadway Pavements: As indicated on the Drawings.
- C. Traffic Line Paint: Conforming to PDT Section:
 - 1. Section 960 – Thermoplastic Pavement Markings.
- D. ADA Detectable Warning Pavers: Manufactured of polymer concrete suitable for wet set. Color as selected by Owner.
 - 1. Acceptable Manufacturer:
 - a. Castek Incorporated; Transpo Step-Safe
 - b. Armorcast Products Co
 - c. ADA Solutions.
 - d. Or equal.
- E. Cement Concrete for Curbs, Sidewalks, and ADA Ramps: As specified in Section 03300 and indicated on the Drawings.
- F. Bituminous Concrete Driveway: Restore to a condition equal to its original undisturbed condition using the same type and quality of materials as that of the particular driveway restored.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Pavement Removal:
 - 1. Remove all existing material to the depth required to re-construct the roadway. All excavated material shall be removed from the site and properly disposed of off-site.
 - 2. Cross Slope: Cross slope shall be as shown on the details and cross sections.
- B. At joints between existing pavements and new paving work, the edges of existing pavements shall be cut and neatly trimmed. An application of asphalt cement shall be provided at all locations where new bituminous paving joins existing bituminous paving.
- C. Subsurface Preparation: Perform site grading, paved area(s) grading and finish rolling just prior to subbase installation as previously specified in Section 02230 – Roadway Excavation, Backfill and Compaction.

- D Painting Curbs: Prior to placing the overlay pavement, paint the inside faces of existing curbs with a thin application of asphalt cement to provide a closely bonded, watertight joint.

3.02 INSTALLATION

- A. Subbase Construction: Install coarse aggregate Subbase in accordance with PDT Section 350. Install Subbase to after compaction thickness indicated on Drawings
- B. Aggregate Base Course Construction:
 - 1. Base Course shall be constructed with materials spread uniformly on subgrade and filled to required depth; full width of base. Do not place base course material on wet or frozen subgrade. Two lifts shall be used to achieve thickness.
 - 2. Compact base course material by rolling. Rolling shall begin at side and progress to center, except in parking areas where rolling shall be done at most practical advantage. Roll to final compacted thickness of 6-inches by measurement for streets.
 - 3. After base course has been completed, surface shall be checked with approved templates and straightedges. Surface irregularities that exceed 1/4-inch shall be rebuilt to meet Contract requirements by loosening of surface and removing or adding material as required; after which, entire area, including surrounding surface, shall be rolled until it is compacted to meet Contract requirements.
- C. Bituminous Pavement Construction: Method of preparing mixture, placing mixture, compaction, and protection of in-place bituminous concrete for paving shall comply with PDT Section 409. Minimum thickness of bituminous concrete base course and wearing course is as indicated on the drawings.
- D. Dust Control: Provide effective dust control by sprinkling water, by the use of calcium chloride or by any other methods approved by the Engineer. Use dust control measures where, when and in a manner required by the Engineer.
- E. Bituminous Driveway (Existing): Restore to a condition equal to its original undisturbed condition using the same type and quality of materials.
- F. Traffic Line Painting: Apply paint materials in accordance with PDT 960.3.

3.03 CLEAN-UP AND MAINTENANCE

- A. During construction, surfaces of all areas including, but not limited to, roads, streets, and driveways shall be maintained on a daily basis to produce a safe, desirable, and convenient condition.
 - 1. Streets shall be swept and flushed as dust, mud, stones and debris caused by the work, or related to the work accumulates.
 - 2. Failure of the Contractor to perform this work shall be cause for the Engineer to order the work to be done by others, and backcharge all costs to the Contractor.

- B. Repair or Correction of Unsatisfactory Conditions: All unsatisfactory conditions resulting from the work shall be corrected.
- C. Any subnormal or dangerous condition caused by the work, on any surface, shall be repaired or corrected within two hours of observance or notification of its existence. If repairs or corrections are not made within this period, the Owner shall cause to have the work completed with the resulting cost subtracted from the Contractor's next monthly payment request. Any such costs shall be deemed a reduction in the total amount due the Contractor under the contract and no subsequent reimbursement shall be made to the Contractor by the Owner for these costs.

END OF SECTION

SECTION 03100
CONCRETE FORMWORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Formwork for cast-in-place concrete including form coating and form ties.

1.02 QUALITY ASSURANCE

- A. Design Criteria:
 - 1. Design, erect, support, brace, and maintain formwork according to the guidelines of ACI 347R to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Contractor shall be fully responsible for any damage or injury caused by inadequacy or failure of formwork.
 - 2. Maintain formwork construction tolerances complying with ACI 117.

1.03 REFERENCES

- A. Comply with the following American Concrete Institute (ACI) referenced standards, latest edition.
 - 1. ACI 117; Standard Specification for Tolerances for Concrete Construction and Products.
 - 2. ACI 301; Standard Specification for Structural Concrete.
 - 3. ACI 347R; Guide to Formwork for Concrete.

1.04 SUBMITTALS

- A. Product Data: Submit data for proprietary Products and items, including forming accessories, coatings, and others as requested by Engineer.

PART 2 - PRODUCTS

2.01 FORM PRODUCTS

- A. Forms:
 - 1. Earth cuts shall not be used as forms for vertical surfaces, unless approved by Engineer.
 - 2. Panels: Plywood, metal, metal-framed plywood faced or other acceptable panel-type Products, to provide continuous, straight, smooth, exposed surfaces.

- B. Form Coatings: Form-release compound to facilitate form stripping that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces. Form release for steel forms shall include rust-inhibitors.
- C. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal.
 - 1. Provide units which will leave no metal closer than 1½" to surface.
 - 2. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Inspect and Clean: Thoroughly clean forms and adjacent surfaces to receive concrete. Split, frayed, delaminated, "patched" or otherwise damaged form facing material will not be acceptable for exposed surfaces.
- B. Coat contact surfaces of forms with a form-release compound before reinforcement is placed. Apply in compliance with manufacturer's written instructions.
- C. Do not allow excess form-release material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed.

3.02 ERECTION

- A. General: Construct forms in accordance with guidelines set forth in ACI 347R.
 - 1. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position, within tolerance limits of ACI 117.
 - 2. Coordinate formwork construction Products and installation such that concrete surface irregularities, designated by ACI 347R meets the requirements of Class A, B, or C indicated as final finish in Section 03300.
 - 3. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features required in work.
 - 4. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

3.03 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 48 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

- B. Formwork supporting weight of concrete may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days.

END OF SECTION

SECTION 03200

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel materials.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

- A. Reinforcing Steel:
 - 1. Reinforcing Bars: ASTM A615, Grade 60, deformed.
 - 2. Steel Wire: ASTM A82, plain, cold-drawn, steel.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports.
- B. Install Manufactured Anchoring System in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Cast-in-place concrete for curbs, ADA ramps, aprons, and fill, including admixtures, design mix and finishing.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Portland Cement: ASTM C150 of the following Type(s):
 - 1. Type I, Normal.
- B. Normal Weight Aggregates: Meeting requirements of ASTM C 33.
- C. Water: Potable quality, clean and free of deleterious substances.
- D. Concrete Admixtures:
 - 1. Air-Entraining Admixture: Use a product conforming to ASTM C 260.
 - 2. Water-Reducing Admixture: ASTM C 494, Type A.
 - 3. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G.
 - 4. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E.
 - 5. Water-Reducing, Retarded Admixture: ASTM C 494, Type D.
- E. Design Mixes: Provide normal weight concrete with the following properties, as indicated on drawings and schedules:
 - 1. 4,000 psi 28-day compressive strength, air entrained at 5% plus-or-minus 1¹/₂%:
Curb and Sidewalk.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare formwork in advance and remove debris from within forms. Formwork as specified in Section 03100.
- B. Pre-position reinforcement in advance of concrete pours. Concrete reinforcement as specified in Section 03200.

3.02 CONCRETE PLACEMENT

- A. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete" and as herein specified.

END OF SECTION

EXHIBIT A

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

MULTIMODAL TRANSPORTATION FUND GRANT CONTRACT

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor"), and

**BOROUGH OF GREENCASTLE
60 N. Washington Street
Greencastle PA 17225**

(the "Grantee").

BACKGROUND:

Section 2104(A)(4) of the Act of November 25, 2013 (P.L. 974, No. 89) authorizes the Commonwealth Financing Authority to make grants for any of the following eligible programs: (1) a project which coordinates local land use with transportation assets to enhance existing communities; (2) a project related to streetscape, lighting, sidewalk enhancement and pedestrian safety; (3) a project improving connectivity or utilization of existing transportation assets; or (4) a project related to transit-oriented development, defined in Section 103 of the act of December 8, 2004 (P.L. 1801, No. 238), known as the Transit Revitalization Investment District Act, as "development concentrated around and oriented to transit stations in a manner that promotes transit riding or passenger rail use. The term does not refer to a single real estate project but represents a collection of projects, usually mixed use, at a neighborhood scale that are oriented to a transit node."

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **TWO HUNDRED FIFTY NINE THOUSAND, AND SEVENTY NINE DOLLARS (\$259,079.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities

described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

ARTICLE II EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2026**, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Grant is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **MARCH 16, 2023** and **JUNE 30, 2026** (the "Grant Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Grant and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

- To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.
- (b) Conditions for Payment:
- (1) Grant payments under this Grant shall be conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
 - (2) Costs allocated to program administration shall be limited to those set forth in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant set forth in the Article entitled Amendments and Modifications.
 - (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.
- (c) The Grantee shall charge to the project account all approved costs of the project. All such costs, including activities contributed by the Grantee or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
- (d) Conditions for Repayment of Grant Funds:
- (1) Misuse or Failure to Use Funds.
 - (A) The Grantee agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds theretofore paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant for purposes of and in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return said funds to the Grantor.
 - (C) In the event the Grantor shall be entitled to repayment of all or a portion of the funds granted herein, the repayment shall include all interest, income, accumulations and the monetary equivalent of

any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor for: (1) the principal and (2) the total of any such interest, income, accumulations or appreciation in value.

- (2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

In the event that the Grantee

- (i) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (ii) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant. A check shall be written, payable to the Commonwealth of Pennsylvania, and forwarded to the Grantor.

ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

- (a) Hold Harmless:

The Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all claims, demands and actions based or arising out of any activities performed by the Grantee and its employees and agents under this Grant; and shall defend any and all actions brought against the Commonwealth based upon any such claims or demands. It is understood and agreed that the Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(b) Other Liability Requirements:

The Grantee shall provide workers' compensation insurance where the same is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Grant.

**ARTICLE V
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Grant shall be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and such additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee also agrees to comply with all applicable state statutes and regulations.

(b) Nondiscrimination/Sexual Harassment Provisions:

The Grantee agrees:

- (1) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (3) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable

federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

- (4) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (5) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (6) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (7) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- (8) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
 - (9) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
 - (10) The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.
- (c) Compliance with the State Contractor Responsibility Program:

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (1) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- (2) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to

inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- (4) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (6) The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

(d) Compliance with the Offset Provision for Commonwealth Grants:

The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

(e) Compliance with The Americans with Disabilities Act:

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

- (1) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this

agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

- (2) The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

(f) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Grant they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(g) Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- (1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

(A) "Affiliate" means two or more entities where:

- (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
- (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
- (iii) the entities have a common proprietor or general partner.

(B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the

Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

- (C) “Contractor” means the individual or entity that has entered into this contract with the Commonwealth.
 - (D) “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - (E) “Financial Interest” means either:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - (F) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - (G) “Non-bid Basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (2) In furtherance of this policy, Contractor agrees to the following:
- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
 - (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the

Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (D) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (E) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud,

extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

- (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (F) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (G) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (H) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or

requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (I) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- (J) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim

damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

(h) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

(i) Right to Know Law Provisions

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the Commonwealth Financing Authority.

- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.

- (7) The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (8) Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (9) The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

ARTICLE VI ASSIGNMENT, TRANSFER, COLLATERAL USE

This Grant shall be binding upon and inure to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances shall the Commonwealth be held liable for any act or omission committed pursuant to such an assignment.

ARTICLE VII INDEPENDENT CONTRACTOR

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained herein shall be so construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

ARTICLE VIII INTEREST OF PARTIES AND OTHERS

No officer, member, employee, independent contractor or elected official of the Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant which affects his/her personal

interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any such officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Grant or the proceeds thereof.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Grant. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Grant.

The Grantee represents and warrants that no elected state official or any employee of the Grantor or a member of such elected state official's or the Grantor's employee's immediate family (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild), or any entity in which any such person shall have an ownership interest of 5% or greater, or in which entity such person shall have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Grant. Further, the Grantee represents and warrants that it has not and will not enter into any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Grant.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the Grantor. Such prior written approval shall not be required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Grant. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor shall be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

ARTICLE X

BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding any and all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and/or repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when said grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Grant. The Grantor may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Grantor may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Grantor may, at the Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Grant, and reflecting all matters and activities covered by this Grant.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Grant and will permit the Grantor to audit, examine and make copies of such records.

All required records shall be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Grant by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor such progress reports in such form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information relative to the Grant as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Grant.

In the event that the Grantor determines that the Grantee or its subcontractor(s) has not furnished such reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Grant until such time as the required reports are submitted.

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

“This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, Commonwealth Financing Authority.” Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms and conditions of this Contract will remain in effect and be binding upon the parties thereto until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any such work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and/or request suspension of all or any part of the Grant activities. The Grantor may give such notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.

- (b) When, in the opinion of the Grantor, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available any and all funds previously approved for application to the activities. During this period all such funds held by the Grantee shall be placed in an interest bearing program expenditures account. The Grantee may not expend any such funds during the period that the Grant is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Grant within a reasonable period of time.

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. In the event that the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, will suspend payments under this Grant until such time as the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor will resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of such termination and specifying the effective date thereof. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, shall be returned to the Grantor on or before the effective date of termination and all project records shall be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Grant, when signed by all the parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Grant shall be construed in any manner so as to create any rights in third parties not party to this Grant. It shall be interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and shall not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Grant amendment is required to change the termination date of this Grant, to change the Grant Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. Such an amendment must be executed if there is a significant change in the activities to be conducted under this Grant. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Grant.

ARTICLE XIX SEVERABILITY

Should any section or any part of any section of this Grant be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any section of this Grant.

ARTICLE XX CONSTRUCTION

This Grant shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Grant are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

ARTICLE XXI NONWAIVER OF REMEDIES

No delay or failure on the part of the Grantor in exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce such a right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Grant in accordance with the terms hereof notwithstanding any conduct or custom on the part of the Grantor in refraining from so doing at any time or times. The failure of the Grantor at any time or times to enforce its rights under such provisions, in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Grant or as having in any way or manner modified or waived the same.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

BOROUGH OF GREENCASTLE

For Authority signatures only



Commonwealth Financing Authority

GRANTEE: Please sign & complete at "X's" only



X "[Signature Affixed Electronically – see last page]"

"[Signature Affixed Electronically – see last page]"

Executive Director

X "[Signature Affixed Electronically – see last page]"

For Commonwealth signatures only



Approved as to Legality and Form

"[Signature Affixed Electronically – see last page]"
Authority Counsel

"[Signature Affixed Electronically – see last page]"
Office of Attorney General



Commonwealth Financing Authority
Harrisburg PA, 17120

April 4, 2023

Emilee Little, Borough Manager
Borough of Greencastle
60 N. Washington Street
Greencastle, PA 17225

RE: Multimodal Transportation Fund Program
Grant \$259,079
Greencastle Borough N. Washington Street Project

Dear Borough Manager Little:

I am pleased to inform the Borough of Greencastle (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held March 16, 2023, approved your application (*the "Application"*) for a grant in the amount of TWO HUNDRED FIFTY-NINE THOUSAND SEVENTY-NINE DOLLARS (\$259,079) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made in the Application and any subsequent information provided by the Applicant.

The grant will be used for the construction and engineering costs associated with streetscape improvements along North Washington Street (*the "Project"*) located in Greencastle Borough, Franklin County, Pennsylvania.

This Grant offer is subject to the following conditions:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision enclosed as Exhibit A, a certificate of insurance, and performance and payment bonds.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Exhibit B provides additional information regarding the Pennsylvania Prevailing Wage Act.

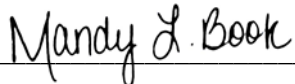
3. The Applicant must provide the CFA with satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
4. The Applicant shall have obtained all other sources of funds for the Project, including the matching funds required under the Multimodal Transportation Fund Program guidelines, prior to disbursement of grant funds.
5. Once the Applicant has agreed to the terms of this commitment letter and the grant agreement, the Applicant may begin incurring costs associated with the Project as of the date of CFA approval, which is March 16, 2023.
6. The Applicant must comply with Multimodal Transportation Fund Program guidelines, which may be viewed at www.dced.pa.gov.
7. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state and local laws and regulations dealing with bidding and procurement, if applicable.
8. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
9. The Applicant is responsible, where applicable, for obtaining all state, federal, and local permit approvals required for the Project. Copies of all permit approvals must be provided to the CFA prior to disbursement of grant funds.
10. The Applicant may not make or authorize any substantial change in an approved Project without first obtaining the consent of the CFA in writing.
11. The Applicant must maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all Project work, and other relative data and records. Upon request of the CFA, the Applicant must furnish all data, reports, contracts, documents, and other information relevant to the project as may be requested.
12. The Project must be completed prior to the expiration of the grant agreement.
13. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of November 25, 2013 (P.L. 974, No. 89).

Exhibit C further describes the procedure to access the Multimodal Transportation Fund Program grant funds after all of the necessary conditions are met.

This commitment will expire forty-five (45) days from the date of this letter unless we have received your written acceptance by returning this original commitment letter along with the included grant agreement. Thereafter, this commitment shall be null and void. Our receipt of the signed commitment letter and grant agreement will constitute your authorization to incur costs for reimbursement back to the date of CFA approval as noted herewith.

If you should have any questions regarding this grant, please contact Ryan P. Emerson, Grants Office Director, PA Department of Community and Economic Development, at (717) 787-6245.

Sincerely,

A handwritten signature in black ink that reads "Mandy L. Book". The signature is written in a cursive style and is positioned above a horizontal line.

Mandy L. Book

Executive Director

Commonwealth Financing Authority

EXHIBIT A:

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

EXHIBIT B:

PENNSYLVANIA PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at www.dli.state.pa.us/laborlaw by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at:

<http://www.dli.pa.gov/Individuals/Labor-Management-Relations/Ilc/prevailing-wage/Pages/default.aspx>

EXHIBIT C:

MULTIMODAL TRANSPORTATION FUND (MTF) - INSTRUCTIONS FOR RECEIVING GRANT FUNDS

Throughout the information contained in both the grant agreement and commitment letter, reference is made to the various requirements and documentation necessary for receiving awarded grant funds. This Exhibit C is intended to provide a clear and concise overview of the requirements and necessary documentation all in one place for convenience. Failure to comply with the following requirements may cause a critical delay in the disbursement of funds or may result in the rescission of your grant award.

1. Grant Agreement

Upon receipt, sign the grant agreement and commitment letter and return both as instructed in the cover letter. Once returned, the signature process requires approximately 45 days. One fully-executed copy of the grant agreement will be returned to you with a copy of the MTF payment request form/instructions and the grant closeout report/instructions.

2. Disbursement

The grantee may only request reimbursement for eligible costs as outlined in the MTF program guidelines and as approved in the commitment letter attached to the grant agreement as Appendix A&B. A total of 90% of the awarded grant amount can be disbursed as reimbursement for eligible, documented costs. The remaining 10% of the awarded grant amount will be held until receipt of the professional certification from a licensed PA engineer that the MTF project is 100% complete in accordance with the plans approved by the Commonwealth Financing Authority. Once the certification has been received and approved, the remaining 10% of the awarded grant amount can be disbursed.

3. Commonwealth Financing Authority MTF Payment Request Form

The payment request form must be completed according to its instructions and must be signed by two authorized officials of the grantee organization. In order to commence disbursement of the awarded grant, please be sure to also include the following:

a. Invoice(s)

A complete copy of any AIA certification for payment forms and/or invoices verifying costs for construction and/or services for which reimbursement is being requested.

b. Contract(s)

A complete copy of any fully-executed construction and/or services contract for which reimbursement of invoice payment is being requested. Contract copies must be signed and dated, and the approved MTF project must be clearly identified in the contract scope of work.

c. Nondiscrimination/Sexual Harassment Clause

Any contracts, for which reimbursement of invoice payment is being requested, must contain the Nondiscrimination/Sexual Harassment Clause, which was included as Exhibit A to the MTF commitment letter (attached to your grant agreement as Appendix A&B.) If the clause has not been incorporated into the contract(s), we must have both parties of the contract execute (and date) a copy of the Nondiscrimination/Sexual Harassment Clause for inclusion with other required documentation.

d. Prevailing Wage Requirements

Prevailing wage requirements are generally applicable to projects using state grant funds toward construction, demolition, reconstruction, alteration, repair work, renovation, and installation of machinery and equipment in excess of \$25,000. Any contract copies provided to DCED for the previously mentioned activities must show evidence of the use of prevailing wage rates if deemed applicable by the PA Department of Labor and Industry, Bureau of Labor Law Compliance.

e. Bidding

Evidence of public bidding, including copies of advertisement and bid tabulation, is required for all public entities. Evidence of solicitation of quotes and vendor justification demonstrating competitive bidding is required for all other grantees.

f. Insurance

Copy of the required certificate of liability insurance, whereon the Commonwealth Financing Authority has been included as an additional named insured.

g. Performance and Payment Bonds

If performance and payment bonds have been issued on the project, please include copies of evidence of same. If no performance and payment bonds have been issued for the project, disbursement of grant proceeds will be approved following receipt of engineer's certification that project is 100% complete in accordance with plans approved by the Commonwealth Financing Authority.

h. Cancelled Checks

If the invoices for which reimbursement is being requested have already been paid, please include copies (front and back) of the cancelled checks used to pay those invoices. If the invoices have not been paid yet, the copies of cancelled checks will be required at grant close-out.

Important time periods to be aware of:

1. Contracts for construction and/or services, which commence prior to the date of CFA approval, will result in the contract activities being ineligible for reimbursement.
2. Final invoices must be submitted following the completion of the approved MTF project for costs incurred prior to the end of the grant agreement activity period. Costs incurred after the activity period ends are not eligible for reimbursement.
3. All payment requests and invoices must be submitted no later than 60 days after completion of all Project activities or the grant termination date, whichever comes first.
4. Within 45 days of the grantee's receipt of final payment of grant funds, the grantee must submit copies (front and back) of all cancelled checks verifying the payment of all eligible project costs (Article XIV of the grant agreement) and must complete and submit the grant closeout report following its instructions.