

**BOROUGH OF GREENCASTLE**  
**Franklin County, PA**

**PROJECT MANUAL**

**FOR**

**ADA Ramp Upgrades**

Engineer's Project No. 11172.00

July 2024

ARRO Consulting, Inc.  
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EXHIBIT(S)

Exhibit A – CONCRETE CURB, CONCRETE SIDEWALK, BRICK SIDEWALK, DRIVEWAYS, APPROACHES AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION SPECIFICATIONS FOR THE BOROUGH OF GREENCASTLE (2017)	
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## INVITATION TO BID

**Project:**       **ADA CURB UPGRADES:** Project generally comprises of removing forty-two (42) curb ramps and replacing them with ADA compliant ramps. This includes ramps at the intersections of S. Carlisle Street and Leitersburg Street, Allison Street and Leitersburg Street, Allison Street and Maple Avenue, Oak Land and South Allison Street, South Washington Street and Leitersburg Street, South Allison Street and Rowe Avenue, Ridge Avenue and Rowe Avenue, Ridge Avenue at the entrance to Greencastle-Antrim High School, Ridge Avenue at the entrance to Greencastle-Antrim Middle School, Leitersburg Street and Ridge Avenue, Elm Street and Franklin Street, South Allison Street and Addison Avenue, Addison Avenue and the exit from Greencastle-Antrim High School, East Franklin Street and South Allison Street, East Franklin Street and South Washington Street, East Franklin Street and South Carlisle Street, and South Carlisle Street and Railroad Street, as specified in the plans.

**Owner:**       **BOROUGH OF GREENCASTLE**  
60 N. Washington St.  
Greencastle, PA 17225

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

Bids will be received at the office of the Owner no later than August 23, 2024 at 10:30 A.M. at which time the bids will be opened and read publicly.

Bidding Documents and solicitation details will be available on the Owner's website at [www.greencastlepa.gov](http://www.greencastlepa.gov).

Bids must be made on the forms furnished by the Owner and must be accompanied by a certified check or bid bond issued by a Surety licensed to conduct business in the Commonwealth of Pennsylvania, in the amount of at least ten percent (10%) of the total price bid made to the Owner.

A pre-bid meeting followed by a site visit will be held at 10:30 A.M. prevailing time on August 1, 2024 at the office of the Owner.

Attendance at the pre-bid meeting and site visit is not mandatory; however, Bidders are encouraged to attend.

Questions will be accepted until 1:00 P.M. prevailing time on August 16, 2024. All questions must be submitted in writing to [nate.merkel@arroconsulting.com](mailto:nate.merkel@arroconsulting.com). Responses will be posted to the Owner's website.

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

The Bidder's attention is called to the fact that the project is receiving funds under Title I of the Housing and Community Development Act of 1974, as amended and that Davis-Bacon Act applies to this Contract and that the successful Bidder shall pay no less than the Federal Wage Rates determined for the project area as set forth in the Contract Documents. The successful Bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin.

In addition to the Equal Employment requirements of Executive Order 11246 regarding discrimination, the CONTRACTOR must establish a 6.9% goal for female participation and a 1% goal for minority participation in his/her aggregate on-site construction workforce for contracts in excess of \$10,000.

The Bidders must submit documentary evidence of minority and women business enterprises who have been contacted and to whom commitments have been made. Documentation of such solicitations and commitments shall be submitted concurrently with the bid.

Moreover, the CONTRACTOR shall strive to meet the MBE goal of 5% and the WBE goal of 3% for contracts of \$25,000 or more. The Section 3 Action Plan applies to contracts of \$100,000 or greater and requires the CONTRACTOR to strive to meet the minimum participation level of 10% of the contract amount to be awarded to Section 3 business concerns, 25% of total labor hours worked by Section 3 workers, and 5% of total labor hours worked by Targeted Section 3 workers (included as part of the 25% threshold). Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe efforts taken, barriers encountered, and other relevant information. MBE/WBE and Section 3 business concerns shall be afforded full opportunity to bid without discrimination. Labor Standards provisions found on form (HUD-4010) and Davis-Bacon/Related Acts apply to this Project.

Bids may be held up to 60 days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding the contract.

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, address and phone number 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 may be obtained online at [www.greencastlepa.gov](http://www.greencastlepa.gov).

2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any 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. The Owner reserves the right to reject the Bid of any Bidder who does not, in the sole opinion of Owner, possess satisfactory qualifications to perform the Work.

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 It is a requirement of this Contract that Bidders shall have a minimum of five (5) years (10) project documented experience in the type of work required by this project.

3.04 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.

3.05 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 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 listed on the Bid Form.
- 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. Non-attendance at a mandatory pre-bid meeting and if applicable, site visit.

- J. De-barrement 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 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.

4.02 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.

4.03 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 thereto and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents.

All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to 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 submitted in writing to Office of the Engineer. Interpretations, or clarifications, considered necessary by Engineer in response to such questions, will be issued in writing and will be posted to the Owner's website. Questions received later than the deadline indicated on the Invitation to Bid, may not be answered. **Only questions submitted to [nate.merkel@arroconsulting.com](mailto:nate.merkel@arroconsulting.com) and answered in writing will be binding. Oral statements, interpretations, or clarifications will not be binding, or legally effective.** Neither the Owner nor the Engineer shall be responsible for the failure of any Bidder to receive notice of or to read the Addenda posted by the Engineer.

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 must 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 check, 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 the entire period that the Bids remain open.
- 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 must remain in effect 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 is to 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 Paragraph SC-6.05 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 and supplements are included in the specification manual on the Owner’s website.

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 should 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 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.

12.04 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, computed by multiplying such estimated quantity of units of such item by the unit price bid.

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

12.08 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.

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

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

### **Article 13 - Modification and Withdrawal of Bids**

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

13.02 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 judgment 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 who is permitted to withdraw its 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. Furthermore, if the withdrawal of Bidder's Bid requires Owner to resubmit the Project for bidding, such withdrawing Bidder shall be responsible for Owner's costs to resubmit the Project for bidding. **If Bidder fails or refuses to submit credible evidence for withdrawing its Bid, within the time specified above, Bidder shall forfeit the entire amount of its Bid security.**

### **Article 14 - Bids to Remain Subject to Acceptance**

14.01 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. 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.

### **Article 15 - Award of Contract**

15.01 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.

15.02 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.

15.03 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids 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.

15.04 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.

15.05 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, legal status 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.

15.06 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.

15.07 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 14.

15.08 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.

15.09 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.

15.10 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.

**15.11 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 16 - Contract Bonds and Insurance**

16.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth requirements for performance and payment financial security (performance bond and payment bond, or performance letter of credit and payment letter of credit). When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such financial security on the forms provided in the Bidding Documents. **Substitute forms are not acceptable.**

16.02 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 17 - Signing of Agreement**

17.01 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 fifteen (15) calendar days of the date of 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.

17.02 If the Owner finds the documents submitted by the apparent Successful Bidder acceptable, it will, within ten (10) 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.

17.03 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.

17.04 In case of failure of the Bidder, to whom a Notice of Intent to Award has been given, to execute and deliver in a timely manner the required Bonds, evidence of insurance coverages and properly executed Agreement, all in accordance with the Contract Documents, the Owner may at its option consider such Bidder in default, in which case the Bid security accompanying the Bid proposal shall become the property of the Owner.

#### **Article 18 - Pre-Bid Meeting and Site Visit**

18.01 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 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 mandatory; however, Bidders are encouraged to attend.

### **END OF INSTRUCTIONS TO BIDDERS**

**DOCUMENT 00300**

**BID FORM**

BIDDER (Name and Address):

PROJECT IDENTIFICATION: **ADA RAMP UPGRADES**

CONTRACT IDENTIFICATION: **General Construction**

THIS BID IS SUBMITTED TO: **BOROUGH OF GREENCASTLE**  
60 N. Washington St.  
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, which are incorporated herein by reference, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for a period of sixty (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 notes by the Owner and its Municipal Partners, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. Additional 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 fifteen (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 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 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 the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions. Bidder 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 Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions. 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) all 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 all Bidding Documents and Addenda thereto and that it will complete all Work required thereby. Further, Bidder understands and acknowledges that if it has not reviewed all Bidding Documents and Addenda thereto, it will complete all such Work as if all

Bidding Documents and Addenda and such Work shall not be the basis for additional compensation to the Bidder.

4. Bidder will complete the Work for the lump sum and/or unit prices. Stipulated prices (including those for Quantity Adjustments and any 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 pay item descriptions.

**Base Bid**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Est. Qty.</u></b>	<b><u>Bid Unit Price (\$)</u></b>	<b><u>Extended Price In Figures (\$)</u></b>
1.	All services necessary to remove forty-two (42) curb ramps and replace them with ADA compliant ramps per the contract documents.	LS	1	\$_____	\$_____
<b>TOTAL BASE BID PRICE – ITEMS 1 (Figures):</b>				\$_____	_____
<b>TOTAL BASE BID PRICE – ITEMS 1 (Words):</b>				_____	_____

**Add/Deduct Option: THE OWNER RESERVES THE RIGHT TO AWARD THE CONTRACT IN WHOLE OR IN PART, BASED ON THE FUNDING AVAILABLE.**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Est. Qty.</u></b>	<b><u>Bid Unit Price (\$)</u></b>	<b><u>Extended Price Figures (\$)</u></b>
A/D.1	S Carlisle And Leitersburg Street	LS	1	\$_____	\$_____
A/D.2	Allison and Leitersburg street	LS	1	\$_____	\$_____
A/D.3	Allison Street and Maple Avenue	LS	1	\$_____	\$_____
A/D.4	Oak Lane and S Allison Street	LS	1	\$_____	\$_____
A/D.5	S Washington and Leiterbsurg Street	LS	1	\$_____	\$_____
A/D.6	S Allison Street and Rowe Avenue	LS	1	\$_____	\$_____
A/D.7	Ridge and Rowe Avenue	LS	1	\$_____	\$_____
A/D.8	Greencastle-Antrim HS Entrance and Ridge Avenue	LS	1	\$_____	\$_____
A/D.9	Greencastle-Antrim MS entrance and Ridge Avenue	LS	1	\$_____	\$_____
A/D.10	Leitersburg Street and Ridge Avenue	LS	1	\$_____	\$_____
A/D.11	Elm Street and Franklin Street	LS	1	\$_____	\$_____

A/D.12	S Allison street and Addison Avenue	LS	1	\$ _____	\$ _____
A/D.13	Greencastle-Antrim HS exit and Addison Avenue	LS	1	\$ _____	\$ _____
A/D.14	E Franklin Street and S Allison Street	LS	1	\$ _____	\$ _____
A/D.15	E Franklin Street and S Washington Street	LS	1	\$ _____	\$ _____
A/D.16	E Franklin Street and S Carlisle Street	LS	1	\$ _____	\$ _____
A/D.17	S Carlisle and Railroad Street	LS	1	\$ _____	\$ _____

Quantities given above are not guaranteed. Final payment will be based on actual quantities. Any difference between estimated and final quantities, or increases in market value of products and services, or complexity of work will not be considered reason for increase of unit prices, with the exception of products which contain asphalt cement.

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.

Bidder 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 \_\_\_\_\_.
- 6.2 Experience Questionnaire (Document 00400).
- 6.3 List of Proposed Subcontractors (Document 00450).
- 6.4 Evidence of Bidder's and its Sub-Bidder's/Sub-Bidders' qualifications 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 (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 \_\_\_\_\_, \_\_\_\_\_, 2024.

INTENDING TO BE LEGALLY BOUND, the undersigned submits the forgoing Bid this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**(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.

State here the names and addresses of all partners, if a partnership, or of three principal officers, if a corporation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF BID FORM**

**DOCUMENT 00350**

**BID BOND**

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

**BOROUGH OF GREENCASTLE**  
60 N. Washington St.  
Greencastle, PA 17225

Project Bid Date:

Project Identification:

**ADA RAMP UPGRADES**

Contract 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 : **ADA RAMP UPGRADES**

CONTRACT IDENTIFICATION: **General Construction**

SUBMITTED TO: **BOROUGH OF GREENCASTLE**  
60 N. Washington St.  
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.

Contract Amt.	Type of Work (±)	% Comp leted	Name and Address of Owner(*)	Engineer/ Architect(*)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(\*) 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 the Bidder, or any of the company's executives ever been found guilty of a felony? If yes, when and why?

\_\_\_\_\_

8. 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. 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 00500**

**AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024  
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 **ADA RAMP UPGRADES**, 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. 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:

Sheet No.	Title
1 of 20	TITLE SHEET
2 of 20	S CARLISLE AND LEITERSBURG STREET
3 of 20	ALLISON AND LEITERSBURG STREET
4 of 20	ALLISON STREET AND MAPLE AVENUE
5 of 20	OAK LANE AND S ALLISON STREET
6 of 20	S WASHINGTON AND LEITERBSURG STREET
7 of 20	S ALLISON STREET AND ROWE AVENUE
8 of 20	RIDGE AND ROWE AVENUE
9 of 20	GREENCASTLE-ANTRIM HIS ENTRANCE AND RIDGE AVENUE
10 of 20	GREENCASTLE-ANTRIM MS ENTRANCE AND RIDGE AVENUE
11 of 20	LEITERSBURG STREET AND RIDGE AVENUE
12 of 20	ELM STREET AND FRANKLIN STREET
13 of 20	S ALLISON STREET AND ADDISON AVENUE
14 of 20	GREENCASTLE-ANTRIM HS EXIT AND ADDISON AVENUE
15 of 20	E FRANKLIN STREET AND S ALLISON STREET
16 of 20	E FRANKLIN STREET AND S WASHINGTON STREET
17 of 20	E FRANKLIN STREET AND S CARLISLE STREET
18 of 20	S CARLISLE AND RAILROAD STREET
19 of 20	SITE DETAILS
20 of 20	SITE DETAILS

## ARTICLE 2 - CONTRACT TIMES

2.1 The Work shall be substantially completed on or before October 31, 2024 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 on or before November 15, 2024.

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 \$500.00 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 \$500.00 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 Article 2, Contractor also agrees to reimburse Owner for all administrative, legal (including litigation), 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.
- 2.4 Alternate Damages. The Owner, at its option, may waive liquidated damages as provided in Paragraph 2.2 above and elect to recover from Contractor Owner's actual damages for such delay. Actual damages may include, without limitation, any fines or penalties imposed on Owner by any regulatory body plus all actual damages suffered by Owner as a result of such delay including, without limitation, loss of revenue, engineering fees and consultants' fees, construction observation fees, and legal fees (including litigation) incurred by Owner as a result of such delay.

### 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 (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 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 1.44, as amended by Supplementary Conditions Paragraph SC-1.44, 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 retainages 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 Paragraphs 14.12 and 14.13 of the General Conditions, 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 Paragraph 14.07.
- 3.4 Interest. The final payment if not paid when due in accordance with Paragraph 14.07 of the General Conditions 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.
- 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 the Supplementary Conditions 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-6.05.L of the Supplementary Conditions provides for charging the Contractor for costs associated with any request for substitution made by the Contractor.
- 5.6 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.
- 5.7 Contractor agrees to compensate Owner for such charges incurred under Paragraphs 5.5 and 5.6 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:

**BOROUGH OF GREENCASTLE**

60 N. Washington St.  
Greencastle, PA 17225

Owner’s Address

Signature

Signature

Title

Title

Type or print name below each signature.

**END OF AGREEMENT**



COMMONWEALTH OF PENNSYLVANIA

**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Business or Organization Name (Employer) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Check One:

- ☐ Contractor  
☐ Subcontractor

Contracting Public Body \_\_\_\_\_

Contract/Project No \_\_\_\_\_

Project Description \_\_\_\_\_

Project Location \_\_\_\_\_

Date Enrolled in E-Verify: \_\_\_\_\_

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

\_\_\_\_\_  
Date of Signature

**DOCUMENT 00610**  
**PERFORMANCE BOND**

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

**BOROUGH OF GREENCASTLE**  
60 N. Washington St.  
Greencastle, PA 17225

**AGREEMENT**

Amount:

Project Identification:

**ADA RAMP UPGRADES**

Contract 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 within fifteen (15) business days of Owner's satisfaction of the conditions of Article 3, or within twenty-four (24) hours after notice, where notice states that immediate action by the Surety is necessary to safeguard life or property, 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.
- 6.2 Additional legal, 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**

## **MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT TO BE SUBMITTED WITH THE BID**

Goals of **5%** for minority business enterprise and **3%** for women business enterprise participation have been established.

Name of Bidder:	Project Name:
Address:	Bid Opening Date:
Email Address:	
Telephone Number:	Contact Person:

List those minority/women owned businesses from which you solicited quotes and/or received quotes in regard to this invitation for bid.

Company Name & Telephone Number	MBE* (enter code from below)	WBE (X)	Type of Construction, Equipment, Services, and/or Supplies to be provided to the Project	Total Dollar Amount of Quote Received  (Please mark NR If no response was received)	Total Dollar Amount Awarded  (If not awarded indicate reason)
Prepared By:	Title:				

\*Ethnic Code: A- Asian-Pacific Americans; B-African Americans; H-Hispanic Americans; N- Native Americans

## MINORITY AND WOMEN BUSINESS ENTERPRISE BIDDER CERTIFICATION

The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors and suppliers. If a bidder has met the goals for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections.

*Where the goals are not met*, the below statements, if accurate, shall be certified by the bidder:

1. The limited number or no commitment to MBEs/WBEs was not motivated by consideration of race or gender.
2. MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process.
3. Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.

By signing below, I certify that the above statements are **true** and accurate.

---

Company Name

---

Signature

---

Date

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.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

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STANDARD GENERAL CONDITIONS OF THE  
CONSTRUCTION CONTRACT

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(\*) 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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(\*) 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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## 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:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. 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:*

1. 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.
2. 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.
3. 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.
4. 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*

- A. 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.
- B. 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.

\* 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.

2.04 *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.

\* 2.05 *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

\*B.

\* 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.

2.07 *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.

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.

**\* 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.

## 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

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.
- 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.

\*1.

\*F. & \*G.

## **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.

\*4.

#### \*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*

**SPECIAL CONDITIONS AND ASSURANCES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****Federal Treasury Drawdowns**

To receive reimbursement under this Contract, the Grantee is authorized to make direct drawdowns of funds from the Grantor's Community Development Block Grant United States Treasury Account in accordance with applicable procedures of the Integrated Disbursement and Information System (IDIS) for the CDBG Program issued by the United States Department of Housing and Urban Development and instructions provided by the Grantor. Drawdowns shall be based on the Grantee's immediate cash needs and must be expended for eligible project costs within three (3) days of receipt.

**Risk Analysis Evaluation**

Risk will be evaluated using the following factors: Subgrantee Status, Timeliness, Type(s) of Activities Proposed, Compliance and Reporting.

*High Risk grantees* will be scheduled for on-site monitoring in the current or following calendar year, dependent on the timing of the application approval. Monitoring includes all compliance areas including FHEO and ER. *High Risk grantees* are required to submit MAPR reports on a quarterly basis for one calendar year following designation.

*Moderate Risk grantees* will receive remote monitoring. Remote monitoring will be done through MAPR and will consist of quarterly MAPR submissions with additional compliance monitoring in FHEO and ER compliance areas.

*Low Risk grantees* are required to submit MAPR semi-annually.

Grantees will be notified in writing of their RAE designation after contract award.

**Program Income**

Notwithstanding Article III(a)(3) of the contract, Program Income is defined as gross income received by a unit of general local government or a subgrantee of the unit of general local government that exceeds \$35,000 in a given reporting year (January 1 – December 31 annually) was generated from the use of CDBG funds, regardless of when or which contract the CDBG funds were appropriated from and whether or not that activity has been closed out and defined specifically under 24 CFR 570.489(e).

DCED permits units of general local government (UGLG) to retain program income in their local account for the program (not general account for the UGLG) as detailed under 24 CFR 570.489(e)(3)(ii)(A) and (B).

DCED shall allow grantees to charge eligible administrative expenses to program income earned, HOWEVER, the total administration charged to the contract in the program year (granted funds + PI) may not exceed 18% of the expended amount of the contract for that program year.

This agreement permits the retention of program income with the following requirements:

- (1) Grantees must notify DCED of the receipt of program income and provide proper documentation necessary to demonstrate its receipt for tracking in IDIS no less than monthly in accordance with cash management requirements.
- (2) Grantees must expend program income prior to the request of additional grant funds from the US Treasury pursuant to 24 CFR 570.489(e)(3)(i) and (ii)(C);
- (3) Program Income earned by municipalities without an open CDBG contract with DCED shall be remitted to the grantee contracted to administer state CDBG entitlement funds in their county.
- (4) Program Income may only be expended for CDBG eligible activities; and,
- (5) And should be used in accordance with grantee's approved Program Income Reuse Plan.

#### **Pre-Agreement Costs**

DCED shall permit grantees to incur eligible planning and administrative costs in advance of receipt of its final written contract pursuant to the conditions of 24 CFR 570.489(b). Approval will be granted without prior consent for application preparation and environmental review only.

In the event the activity for which pre-agreement costs are granted is not completed or later deemed to be ineligible or does not meet a national objective, all costs, including pre-agreement costs, may be subject to repayment with non-federal funds.

#### **Pre-Award Costs**

Pre-Award costs authorized by DCED pursuant to the requirements of 2 CFR 200.458 and under the authority granted by 24 CFR 570.489(p), may be reimbursable by the terms of this contract. In the event the activity for which pre-award costs are authorized is not completed or later deemed to be ineligible or does not meet a national objective, all costs, may be subject to repayment with non-federal funds.

#### **Administrative Costs**

The total administrative costs at closeout, shall not exceed 18% of the total draws under this contract. If administrative expenditures exceed 18%, the grantee will be required to reimburse the program from non-federal funds.

#### **Assurances**

The Grantee makes assurances that it will carry out its responsibilities under this Contract in compliance with the following statutes, regulations or guidelines:

##### **(A) Legal Authority:**

It possesses legal authority to apply for the grantee and to execute the proposed program and meets the general qualifications criteria of Act 179.

##### **(B) Official Resolution:**

Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**(C) Citizen Participation**

It has established a citizen participation mechanism which:

- (1) Provides an opportunity for citizens to participate in the development of the application at minimum one public meeting, encourages the submission of views and proposals, particularly by residents of blighted neighborhoods and citizens of low and moderate income, and provides for timely responses to the proposals submitted.
- (2) Provides citizens with adequate information concerning the amount of funds available for proposed community development and housing activities, the range or activities that may be undertaken, and other important program requirements.
- (3) Provides citizens with an opportunity to submit comments concerning the community development performance of the applicant.
- (4) Provides for one or more public hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application.
- (5) Adheres to the Department's CDBG Citizen Participation Plan and directives or guidance provided.
- (6) Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.
- (7) Identifies how the needs of non-English speaking residents, in the implementation of the Citizen Participation Plan, will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- (8) Identify how the needs of physically disabled, including hearing and visually impaired persons, will be met, if necessary.
- (9) In the event the applicant or grantee wishes to request a modification to its original application or subsequent grant, the applicant or grantee will provide for public hearings to obtain the views of citizens on community development and housing needs and proposed revisions.

**(D) Public Access to Records**

- a. **Units of General Local Government and Non-Profit Organizations:**  
Recipients shall provide citizens reasonable access to records regarding the use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality. However, in accordance with 2 CFR 200.336 public access to records held by Federal, State, local governmental entities or non-profit organizations are not subject to the Federal Freedom of Information Act (5 U.S.C. 552) and unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.

Both Units of General Local Government and Nonprofit Organizations are subject to requests for records made pursuant to the Pennsylvania Right-To-Know Law, 65 P.S. §§ 67.101-3104, when such requests relate to or arise out of the grant agreement into which the Units of General Local Government and Nonprofit Organizations have entered into with the Department of Community and Economic Development. The Pennsylvania Right-To-Know-Law provisions appear in Section (k) of Article V, Compliance with Applicable Statutes and Department Regulations, of the grant agreement.

**(E) Program Priorities:**

The program described in the application will continue to give maximum feasible priority to activities which will benefit low and moderate income families or aid in the prevention or elimination of slums or blight; the use of funds may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. It will ensure that not less than 70 percent of funds received as a result of this application will be used for activities that principally benefit persons of low and moderate income.

**(F) Financial Requirements:**

It will comply with the requirements and policies of 2 CRF Part 200: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

**(G) Architectural Barriers:**

It will comply with the Architectural Barriers Act of 1968, P.L. 90480, as amended (42 U.S.C. 4151 et. seq.). This requires that every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117.1-R 1971, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor

**(H) Fair Housing and Civil Rights**

(1) Title VI of the Civil Rights Act of 1964, P.L. 88-352 (42 U.S.C. 2000d et. seq.) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no persons in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

Title VI, states that:

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 1.4b(2)(i) of the regulations issued pursuant to Title VI requires that:

"A recipient in determining the types of housing accommodations, facilities, services, financial aid, or other benefits which will be provided under any such program or activity, the class of persons to whom, or the situations in which, such housing, accommodation, facilities, services, financial aid, or other benefits will be provided under any such program or activity, or the class of persons to be afforded an opportunity to participate in any such program or activity, may not directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin or have the effect of defeating or substantially impairing accomplishments of the objectives of the program or activity as respect to persons of a particular race, color, or national origin".

Title VI, Section 601 provides the **Limited English Proficiency (LEP) Statutory Authority**. Executive Order 13166 (Issued in the Federal Register 65 FR 50121 on August 16, 2000) mandates improved access to federally assisted programs and activities for individuals who, as a result of national origin, are limited in their English proficiency.

Grantees are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the grantee's programs and activities that have any federal financial assistance.

- (2) Title VIII of the Civil Rights Act of 1968, as amended by Fair Housing Amendments Act of 1988 (42 U.S.C. 3601-20) which states that no person shall be subjected to discrimination because of race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, or advertising of dwellings, in the provision of brokerage services, or in the availability of residential real estate-related transactions; and requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing. Executive Order 11063 and the regulations contained in 24 CFR Part 107 requires that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, rental, leasing, or other disposition of residential property and related facilities or in the use or occupancy thereof where such property or facilities are owned or operated by the Federal Government or provided with Federal assistance by HUD and in the lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed or purchased by the Federal Government.
- (3) Section 109 of the Housing and Community Development Act of 1974, P.L. 93-383 (42 U.S.C. 5309) and the regulations issued pursuant thereto (24 CFR Part 570.602), which provide that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.
- (4) Age Discrimination Act of 1975, P.L. 94-135 (42 U.S.C. 6101 et. Seq
- (5) Section 504 of the Rehabilitation Act of 1973, P.L. 95-602 (29 U.S.C. 794) and HUD implementing regulations at 24 CFR Part 8.

- (6) Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30 FR 12319), as amended by Executive Order 12086, October 5, 1978 (43 FR 46501), and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the Performance of Federal or Federally assisted construction contracts. Contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
- (7) Executive Order 11625, October 13, 1971 which prescribes additional arrangements for developing and coordinating a national program for Minority Business Enterprise (36 FR 19967). (2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises and labor surplus area firms.)
- (8) Executive Order 12138, May 18, 1979 (44 FR 29637) which creates a National Women's Business Enterprise Policy. (2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises and labor surplus area firms.)
- (9) Pennsylvania Human Relations Act of October 27, 1957, P.L. 744, (43 P.S. 951-963) which provides that no employee, applicant for employment, independent contractor, or any other person shall be discriminated against because of race, color, religious creed, ancestry, national origin, age, or sex.

**(I) Employment**

It will comply with Section 3 of the Housing and Urban Development Act of 1968, P.L. 90-448, as amended (12 U.S.C. 1701 (u)) requiring that to the greatest extent feasible opportunities for training and employment be given to low and moderate income residents of the applicant's county and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the applicant's county.

**(J) Displacement**

It certifies that it has developed and adopted a residential anti-displacement and relocation assistance plan in accordance with Section 104 (d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)).

**(K) Acquisition/Relocation**

It will comply with the Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970, as amended by (42 U.S.C 4601) and the regulations at 42 CFR Part 24 which apply to the acquisition of real property by a State agency for an activity assisted with CDBG funds and to the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition; and

Will comply with Section 104(k) of the Housing and Community Development Act of 1974, as amended which requires that (i) reasonable relocation assistance be provided (at a minimum, the assistance shown in 24 CFR Part 570.606(c) shall be provided) to persons displaced as a result of the use of CDBG



funds to acquire or substantially rehabilitate property and (ii) will develop, adopt and provide to persons to be displaced a written notice of the relocation assistance for which they are eligible; and

Will comply with the Eminent Domain Code Act of June 22, 1964, Special Session, P.L. 84, as amended, 26 P.S. 1-101 et. seq.

**(L) Benefit Assessments for Public Improvements.**

It will not attempt to recover any capital costs of public improvements assisted in whole or in part by CDBG funds or with amounts resulting from a guarantee under Section 108 of the 1974 Housing and Community Development Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvement, unless (i) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of moderate income who, the grantee certified to the State, as the case may be, that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner occupant persons.

**(M) Hatch Act**

It will comply with the provisions of the Hatch Act, P.L. 85-554 (5 U.S.C 1501 et seq.) which limits the political activity of employees.

**(N) Labor Standards**

It will comply with the labor standards set forth in Section 110 of the Housing and Community Development Act of 1974, as amended, and HUD's implementing regulations. The standards include, where applicable, the following:

- (1) The Davis-Bacon Act, P.L. 86-624, as amended (40 U.S.C. 276a-276a-5).
- (2) Contract Work Hours & Safety Standards Act, P.L. 87-581 (40 U.S.C. 327 et. seq.).
- (3) Copeland "Anti-kickback" Act (40 U . S. C. 276c).
- (4) DOL regulations at 29 CFR Parts 1, 3, 5, 6, and 7. These regulations implement the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland Act.

**(O) PA Prevailing Wage Act**

It will comply with the PA Prevailing Wage Act of 1961, as amended (43 P.S. 165-1 through 165-17), when applicable. (Please refer to PA-DCED - CD&H Alert of July-2016 on the applicability of Davis Bacon vs. State Prevailing wage rates)

**(P) Environmental Clearance**

Its chief executive officer or other appropriate officer/officers consents to assume the status of a "responsible federal official" under the National Environmental Policy Act of 1969 (NEPA) P.L. 91-190 (42 U.S.C. 4321 et. seq.). The applicant will assume responsibility for environmental review, decision-

making and action under NEPA and HUD regulations at 24 CFR Part 58. The applicant further certifies that it has complied with and will comply with 24 CFR Part 58 and the statutes and authorities contained in 24 CFR Part 58.5 in the administration of its project.

#### **General Responsibilities**

Grantee is responsible for compliance with the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR Parts 50 and 58 and must comply with all requirements and actions for each activity that it carries out with federal funds, in accordance with the requirements imposed by this agreement and in accordance with Title 24 Part 58 of the Code of Federal Regulations. Grantee will provide information necessary for DCED to determine the environmental effects of each activity to be carried out with Federal funds. Grantee may not commit or obligate any Federal or non-federal funds to the project or any activity that is in any way binding without an Authority to Use Grant Funds form 7015.16 from DCED. A copy of the Environmental Review Record (ERR) shall be maintained by both the GRANTEE until at least three years after project closeout unless a longer period is required in writing as an amendment to the agreement by DCED.

Grantee is responsible for assuring that any SUBRECIPIENT to which it provides funds complies with the environmental review requirements.

#### **Project Approvals Subject to Environmental Review Clearance:**

No CDBG project funds will be advanced, and no costs can be incurred, until DCED has received sufficient information about the project as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval for a specific project, and that such commitment of funds or approval may occur only upon satisfactory completion of the environmental review and receipt by DCED of a Request for Release of Funds from the grantee under 24 CFR Part 58 and a copy of the approved Authority to Use Grant Funds.

Further, the Grantee will not permit any SUBRECIPIENT to undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to completion of the environmental clearance. Any violation of this provision may result in the denial of any funds under the agreement.

#### **Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the grantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### **Historic Preservation**

The grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR

Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

**(Q) Violating Facilities List**

It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of a program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for the listing by the EPA.

**(R) Conflict of Interest**

It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.  
(2 CFR 200.112 Conflict of Interest)

**(S) Lead Based Paint**

It will comply with Title IV of the Lead Base Paint Poisoning Prevention Act, P.L. 91-695, as amended, (42 U.S.C. 4831) and the regulations issued pursuant thereto (24 CFR Part 35).

**(T) Energy Conservation**

It will comply with the Cost Effective Energy Conservation and Effectiveness Standards, ENERGY P.L. 95-557 (42 U.S.C. 1425(b)) and the regulations issued pursuant thereto (24 CFR Part 39).

**(U) Flood Plain**

It will comply with the Pennsylvania Flood Plain Management Act 166 (32 P.S. 697.101-679.601 ) and the regulations issued pursuant thereto (Title 16, Chapter 38)

**(V) Steel Products**

It will comply with the Pennsylvania Steel Products Procurement Act of March 3, 1978, (P.L. 6, No. 3, §1, 73 P.S. §1881 et. seq.).

**(W) Separation Act**

It will comply with the Separations Act of May 1, 1913, P.L. 155, 1, as amended, December 22, 1981, P.L. 546, No. 159, §1, 53 P.S. §1003, as applicable.

**(X) Resource Conservation**

It will comply with Section 6002 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962) and the regulations issued pursuant thereto (40 CFR Part 249) for the procurement of materials composed of the highest percentage of recovered material practicable.

**(Y) Lobbying**

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (2 CFR 200.450 Lobbying)

**(Z) Excessive Force**

It has adopted and will enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and a policy of enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**(AA) Drug Free Workplace**

It has adopted and will enforce a policy creating a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988.

**(AB) Fire Protection and Safety Standards:**

It will comply with the provisions of the Fire Administration Authorization Act of 1992.  
(P.L. 102-522)

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **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.
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.
  - 2.5 No workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in 34 PA Code § 9.107 shall be followed.
  - 2.6 All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any 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 shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

- 2.7 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 2.72 the following information:
- 2.7.1 Name of project.
  - 2.7.2 Name of public body for which it is being constructed.
  - 2.7.3 The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determinations for the particular project.
  - 2.7.4 The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
  - 2.7.5 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 and/or Subcontractor are not complying with the Act or the regulations issued pursuant thereto in any manner whatsoever they may file a protest with the Secretary. 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 six (6) months from the occurrence of the event creating such right.
- 2.8 The Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or 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 two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the Contract and to the Secretary or his duly authorized representative.
- 2.9 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 the Rules and Regulations issued pursuant thereto 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 and/or classification.
- 2.10 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.


- 2.11 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 issued pursuant thereto, regardless of the average hourly earnings resulting therefrom.
- 2.12 Each 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 (herein called 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 issued pursuant thereto 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**

# WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

☐ Contractor or 
 ☐ Subcontractor (Please check one)

**ALL INFORMATION MUST BE COMPLETED**

CONTRACTOR  ADDRESS			SUBCONTRACTOR  ADDRESS			 <b>DEPARTMENT OF LABOR &amp; INDUSTRY</b> <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 #						

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:				
											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., \_\_\_\_\_

# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	ADA Ramp Upgrades
General Description:	Project comprises of removing forty-two (42) curb ramps and replacing them with ADA compliant ramps. This includes ramps at the intersections of S. Carlisle Street and Leitersburg Street, Allison Street and Leitersburg Street, Allison Street and Maple Avenue, Oak Land and South Allison Street, South Washington Street and Leitersburg Street, South Allison Street and Rowe Avenue, Ridge Avenue and Rowe Avenue, Ridge Avenue at the entrance to Greencastle-Antrim High School, Ridge Avenue at the entrance to Greencastle-Antrim Middle School, Leitersburg Street and Ridge Avenue, Elm Street and Franklin Street, South Allison Street and Addison Avenue, Addison Avenue and the exit from Greencastle-Antrim High School, East Franklin Street and South Allison Street, East Franklin Street and South Washington Street, East Franklin Street and South Carlisle Street, and South Carlisle Street and Railroad Street, as specified in the plans
Project Locality	BOROUGH OF GREENCASTLE
Awarding Agency:	BOROUGH OF GREENCASTLE
Contract Award Date:	8/30/2024
Serial Number:	24-06762
Project Classification:	Heavy/Highway
Determination Date:	7/16/2024
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: 24-06762 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$38.62	\$19.68	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$40.47	\$19.68	\$60.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$42.32	\$19.68	\$62.00
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		\$33.72	\$19.20	\$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
Cement Masons	5/1/2024		\$33.80	\$22.80	\$56.60
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Drywall Finisher	5/1/2024		\$30.33	\$22.79	\$53.12
Electricians	6/1/2023		\$37.00	\$26.67	\$63.67
Electricians	6/1/2024		\$38.75	\$27.03	\$65.78
Electricians	6/1/2025		\$38.75	\$30.87	\$69.62
Electricians	6/1/2026		\$38.75	\$34.71	\$73.46
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Glazier	5/1/2024		\$32.46	\$20.93	\$53.39
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



# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-06762 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10
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)	1/1/2023		\$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	1/1/2023		\$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		\$35.25	\$19.24	\$54.49
Marble Mason	5/1/2025		\$37.20	\$19.24	\$56.44
Marble Mason	5/1/2026		\$39.15	\$19.24	\$58.39
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 1 (see notes)	5/1/2024		\$27.59	\$18.08	\$45.67

# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-06762 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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
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
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
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
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$33.36	\$16.99	\$50.35
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$35.25	\$19.24	\$54.49
Tile Setter	5/1/2025		\$37.20	\$19.24	\$56.44
Tile Setter	5/1/2026		\$39.15	\$19.24	\$58.39
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

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

<b>Project: 24-06762 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
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
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20

# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-06762 - 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: 24-06762 - 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 - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 2 (see notes)	5/1/2024		\$29.72	\$18.08	\$47.80
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Painters Class 3 (see notes)	5/1/2024		\$35.47	\$18.08	\$53.55
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

# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-06762 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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
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

## Purpose of Section 3 [\[24 CFR Part 75\]](#)

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 [\[12 U.S.C. 1701u\]](#) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

The Commonwealth of Pennsylvania Section 3 Action Plan is a guide on planning for recipients of the following housing and community development financial assistance programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships
- Housing Trust Fund (HTF)
- Neighborhood Stabilization Program Grants (NSP 1, 2, & 3)
- Housing Opportunities for Persons with AIDS (HOPWA)
- Emergency Solutions Grants (ESG)
- University Partnership Grants
- Economic Stimulus Funds
- 202/811 Grants
- Lead Hazard Control Grants
- Healthy Homes Production Grants
- Rental Assistance Demonstration

## Section 3 Projects [\[24 CFR 75.3\(a\)\]](#)

Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements on the site(s) that are under common ownership, management, and financing.

## Applicability of Section 3 Requirements for Individual Projects

The requirements of Section 3 apply to the entire project that is funded with Section 3 covered financial assistance, regardless of whether the Section 3 project is fully or partially funded with housing and community development financial assistance. Accordingly, \$200,000 of Section 3 covered financial assistance is invested into a project involving housing demolition, rehabilitation, or construction, or the rehabilitation or construction of public buildings, facilities, or infrastructure, the requirements of Section 3 apply to the entire project, both HUD and non-HUD funded portions.

The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq*) and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). Please be aware that activities focused only on mitigating lead paint hazards only does not constitute housing rehabilitation.

## Section 3 Requirements [\[24 CFR 75.19\]](#)

### a) Employment and Training

- 1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
- 2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:
  - i. Section 3 worker residing within the service area or the neighborhood of the project, and
  - ii. Participants in YouthBuild programs

### b) Contracting

- 1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
- 2) Where feasible, priority for contracting opportunities described in paragraph(b)(1) of this section should be given to:
  - i. Section 3 business concerns that provide economic opportunities to section 3 workers residing within the service area or the neighborhood of the project, and
  - ii. YouthBuild programs

## Responsibilities of Recipient Agencies Under Section 3

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR part 75. These responsibilities include but are not limited to the following:



#### Designing and implementing procedures to comply with the requirements of Section 3

Recipient agencies must take an active role in ensuring Section 3 compliance. The first step is implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3 and maintain records verifying that compliance.

#### Facilitating the training and employment of Section 3 workers

The recipient agency must act as a facilitator, connecting Section 3 workers to training and employment opportunities.

#### Facilitating the award of contracts to Section 3 Business Concerns

The recipient agency must also work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity-building training.

#### Ensuring Contractor and Subcontractor Awareness and Compliance with Section 3 Benchmarks and Responsibilities

The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

#### Ensuring Compliance and Meeting Numerical Benchmarks

Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with DCED in obtaining the compliance of contractors; penalizing non-compliance; providing incentives for good performance; and refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

## What Do “Best Efforts” and “to the Greatest Extent Feasible” Mean?

“Best efforts” and “greatest extent feasible” are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding. HUD has determined not to define the difference between these two terms but rather to increase the emphasis on outcomes because of these efforts. HUD program staff will evaluate the level of effort expended by those recipients that fail to meet the benchmark safe harbor, and thus will ensure that the statutory terms are being properly enforced. HUD included a list of examples in the regulations at 24 CFR §§75.15 and 75.25, including engagement in outreach efforts to generate job applicants who are Targeted Section 3 workers, providing training or apprenticeship opportunities, and providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

## Reporting Requirements and Demonstrating Compliance to the Greatest Extent Feasible

Reporting [[24 CFR Part 75.15](#)]

### a) Reporting of labor hours

- 1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:
  - i. The total number of labor hours worked;
  - ii. The total number of labor hours worked by Section 3 workers; and
  - iii. The total number of labor hours worked by Targeted Section 3 workers
- 2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five (5) years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to [§75.31](#).
- 3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.
- 4) PHAs and other recipients under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- 5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

### b) Additional Reporting if Section 3 Benchmarks are Not Met

If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in [§75.13](#), the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3

compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

- 1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- 2) Provided training or apprenticeship opportunities
- 3) Provided technical assistance to help Section 3 workers compete for jobs (e.g. resume assistance, coaching)
- 4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services
- 5) Held one or more job fairs
- 6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- 7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training
- 8) Assisted Section 3 workers to obtain financial literacy training and/or coaching
- 9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns
- 10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts
- 11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns
- 12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- 13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses
- 14) Outreach, engagement, or referrals with the state on-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

#### c) Reporting Frequency

Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

#### d) Reporting by Small PHAs

Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

#### Reporting Requirements for Contracts under the old Part 135 rule

On and after November 30, 2020, Section 3 regulations codified at 24 CFR Part 135 (the old rule) have not applied and will not apply to new grants, commitments, contracts, or projects. Contracts executed or projects for which assistance or funds were committed prior to November 30, 2020 are still required to adhere to the requirements of the old rule. Recipients of such assistance or funds will still be expected to maintain records of Section 3 statutory, regulatory, and contractual compliance but will no longer be required to report Section 3 compliance.

## Reporting Requirements for Section 3 Projects During Transition Period

Projects for which assistance or funds are committed between November 30, 2020 and July 1, 2021 are subject to the new Section 3 regulations found in 24 CFR Part 75, and it is expected that funding recipients will begin following this final rule's requirements for new grants, commitments, and contracts. Recipients will be expected to maintain records of statutory, regulatory, and contractual compliance with Section 3 for these projects but will not be required to report to HUD on the requirements found in 24 CFR Part 75.

During the transition period between November 30, 2020 and July 1, 2021, recipients are expected to plan and revise processes, systems, and documents to comply with the new rule's requirements. During this time, funding recipients are still required to comply with Section 3's statutory requirements by ensuring that, to the greatest extent feasible, recipients continue to direct economic opportunities generated by certain HUD financial assistance to low- and very low-income persons and businesses that provide economic opportunities to low- and very low-income persons.

Recipients and employers should use this time to update policies and procedures for tracking labor hours and other requirements to ensure compliance with the new rules for projects for which funds are committed on or after July 1, 2021.

## Assistance to Achieve the Goals

Subrecipients and contractors are directed to use resources available through the Pennsylvania Department of Labor and Industry and PA CareerLink office located throughout the state to accomplish compliance with the Section 3 benchmarks. PA CareerLink is part of the PA Department of Labor and Industry's initiative to transform the landscape of how jobseekers find family sustaining jobs and how employers find the skilled candidates that they need. In addition, [HUD's Section 3 Business Registry](#), [HUD's Opportunity Portal](#) and the [PA DGS Small and Diverse Business database](#) are resources that contractors may use to connect with Section 3 Business Concerns, Section 3 workers, and Targeted Section 3 workers. Subrecipients will be encouraged to use all available local community resources to meet its Section 3 requirements.

## Minimum Numerical Goals

For meeting the safe harbor in §75.23, recipients that certify to following the prioritization in §75.19 and meet or exceed the following Section 3 benchmarks will be considered to have complied with requirements in proposed 24 CFR Part 75, Subpart C, in the absence of evidence to the contrary:

- 1) Twenty-five percent (25%) or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers:

$$\frac{\text{Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\%$$

and

- 2) Five percent (5%) or more of the total number of labor hours worked on projects funded by Section 3 are Targeted Section 3 workers, as defined at §75.21.

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

The five percent (5%) is included as part of the twenty-five percent (25%) threshold.

**Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so.** Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

## Section 3 Certification

The individual or business must contact the agency or developer from which they are seeking employment or contracting opportunities (e.g. unit of local government or subrecipient). They should identify themselves as a Section 3 worker, Targeted Section 3 worker, or Section 3 business concern and provide whatever documentation that the recipient agency requires under their certification procedures. Prospective Section 3 workers and business concerns may self-certify that they meet the requirements as defined in the regulations.

## Section 3 Worker or Targeted Section 3 Worker Certification

There are many ways that a worker can be certified as either a Section 3 Worker or Targeted Section 3 Worker under 24 CFR Part 75.

- A. For a worker to qualify as a Section 3 worker, one of the following must be maintained:
  - 1) A worker's self-certification that their income is below the income limit from the prior calendar year;
  - 2) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
  - 3) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
  - 4) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
  - 5) An employer's certification that the worker is employed by a Section 3 business concern.
- B. For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:
  - a. An employer's confirmation that a worker's residence is within one mile of the work site, or if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
  - b. An employer's certification that the worker is employed by a Section 3 business concern; or

- c. A worker's self-certification that the worker is a YouthBuild participant

The documentation must be maintained for the time required for record retention in accordance with applicable program regulations as outlined in the contract with DCED.

A recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

Qualifying as a Section 3 business does not mean the business will be selected if it meets the technical requirements of the bid, regardless of bid price. As provided in [2 CFR 200.318](#), contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract.

## Safe Harbor Determination

Recipients will be considered to have complied with the Section 3 requirements and met the safe harbor, in the absence of evidence to the contrary, if they certify that they have followed the required prioritization of effort and met or exceeded the applicable Section 3 benchmarks.

If a recipient agency or contractor does not meet the benchmark requirements but can provide evidence that they have made a number of qualitative efforts to assist low- and very low-income persons with employment and training opportunities, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

## Definitions [\[24 CFR Part 75.5\]](#)

The terms *HUD*, *Public Housing*, and *Public Housing Agency (PHA)* are defined [in 24 CFR Part 5](#). The following definitions also apply to this part:

### 1937 Act

The United States Housing Act of 1937, [42 U.S.C. 1437](#) *et seq.*

### Contractor

Any entity entering into a contract with:

- 1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection a Section 3 project; or
- 2) A subrecipient for work in connection with a Section 3 project

### Labor Hours

The number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

### Low-Income Person

A person whose income is eighty percent (80%) or below of the area median income.

### Material Supply Contract

Contracts for the purchase of products and materials, including, but not limited to, lumber, drywall wiring, concrete, pipes, toilets, sinks, carpets, and office supplies

### Professional Services

Non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

### Public Housing Financial Assistance

Assistance as defined in [§75.3\(a\)\(1\)](#).

### Public Housing Project

Defined in [24 CFR 905.108](#).

### Recipient

Any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

### Section 3

Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. 1701u](#)).

### Section 3 Business Concern

- 1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
  - i. It is at least 51 percent owned and controlled by low- or very low-income persons;
  - ii. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - iii. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- 2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

- 3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

### Section 3 Project

A project defined in [§75.3\(a\)\(2\)](#).

### Section 3 Worker

- 1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
  - i. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
  - ii. The worker is employed by a Section 3 business concern.
  - iii. The worker is a YouthBuild participant.
- 2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- 3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

### Section 8-Assisted Housing

Housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

### Service Area or the Neighborhood of the Project

An area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

### Small PHA

A public housing authority that manages or operates fewer than 250 public housing units.

### Subcontractor

Any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

### Subrecipient

An entity, usually but not limited to non-Federal entities, that receives a sub-award from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.



### Targeted Section 3 Worker

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

- 1) Is employed by a Section 3 business concern; or
- 2) Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within the service area or the neighborhood of the project, as defined in [24 CFR §75.5](#); or
  - b. A YouthBuild participant

### Very Low-Income Person

A person whose income is fifty percent (50%) or below of the area median income.

### YouthBuild

A community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. More information can be found here: <https://www.dol.gov/agencies/eta/youth/youthbuild>.

## Section 3 Clause

All Section 3 contracts shall include the following clause:

- A. The work to be performed under this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to those who are recipients of government assistance for housing, and to businesses that are either owned by low- or very low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.
- B. The parties to this contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by execution of this contract or subcontract memorandum of understanding, cooperative agreement or similar legally binding agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the requirements of 24 CFR Part 75.
- C. The contractor agrees to identify current employees on its payroll when the contract or subcontract was awarded who will be working on the Section 3 covered project or activity and certify that any vacant employment opportunities, including training positions, that are filled:
  - 1. After the contractor is selected; and
  - 2. With persons other than those that meet the definition of a Section 3 resident, were not filled to circumvent the contractor's Section 3 obligations.
- D. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- E. The contractor agrees to post signs advertising new employment, training, or Sub-contracting opportunities that will be available as a result of the Section 3 covered projects and activities in conspicuous places at the work site where potential applicants can review them.
- F. The contractor agrees to hire, to the greatest extent feasible, Section 3 residents as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.
- G. The contractor agrees that in order for a Section 3 resident to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
- H. The contractor agrees to award, to the greatest extent feasible, 10 percent of the total dollar amount of subsequent subcontracts awarded in connection with the Section 3 covered project

or activity to Section 3 businesses, or provide written justification that is consistent with 24 CFR Part 75 describing why it was unable to meet that goal, despite their efforts to comply with the provisions of this clause.

- I. The contractor agrees to notify Section 3 residents and businesses about the availability of new employment, training, or contracting opportunities created as a result of the receipt of Section 3 covered financial assistance, as stipulated by the awarding agency.
- J. The contractor agrees to verify the eligibility of prospective Section 3 residents and businesses for employment, training, or subcontracting opportunities, in accordance with the recipient's policies and procedures.
- K. The contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable.
- L. The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3 and include this Section 3 clause in its entirety into every subcontract awarded.
- M. The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this clause in accordance with the awarding agency's Section 3 policies and procedures.
- N. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.
- O. If applicable, the contractor agrees to notify each labor organization or representative of workers with which the recipient, sub-recipient, or contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 residents and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.
- P. Failure to comply with this clause shall result in the imposition of sanctions. Appropriate sanctions for noncompliance may include: Requiring additional certifications or assurances of compliance; termination or cancelation of the contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding arrangement for default; refraining from entering into subsequent contracts, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangement; repayment of funds, and withholding a portion of contract awards, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangements.

## Section 3 Affirmative Action Plan [to be signed by Prime Contractor]

### **Section 3 Affirmative Action Plan**

\_\_\_\_\_, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the use of Section 3 Workers and Section 3 Business Concerns within the \_\_\_\_\_ [GRANTEE].

- A. To ascertain from the grantee's Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the grantee's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
  - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - 2. Participants in YouthBuild Programs, and
  - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Affirmative Action Plan when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
  - a. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
  - b. Applicants selected to carry out YouthBuild projects;

- c. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
- I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
- J. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K. To submit reports to DCED and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

**Contractor Certification**

As an officer and representative of \_\_\_\_\_ [Name of Contractor]  
On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

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Name and Title of the Authorized Representative (print or type)

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Signature of Authorized Representative

---

Date

## Section 3 Utilization Report

### Section 3 Utilization Report

A. Section 3 Employee Labor Information			
Name of Grantee:			
Name of Project:			
Project Number:		Wage Decision Number:	
Total number of Labor Hours on the Project:			
Total number of Section 3 Labor Hours on the Project:			
Number of Section 3 Workers Used on Project by Prime Contractor:			
Number of Section 3 Workers Used on Project by Subcontractors:			
Total Number of Section 3 Workers Used on Project:			

### Certification of Prime Contractor

As an officer and representative of

---

Address:


**On behalf of the Contractor, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this housing and community development financial assisted project.**

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Name and Title of Authorized Representative [Print or Type]

Signature of Authorized Representative	Date
--	------

## **2024 List of Exempt Machinery and Equipment Steel Products**

**The Department of General Services (DGS) has reviewed all comments and supporting documentation received prior to the end of the thirty-day (30) comment period and presents here its annual list of exempt machinery and equipment steel products. Contractors, subcontractors, suppliers, bidders, offerors and public agencies may rely on the list of exempt steel products in preparing bids and contracts for any project that is subject to the Steel Products Procurement Act.**

**Pursuant to the department's Statement of Policy and the Steel Products Procurement Act, DGS will not make any changes to this list during the calendar year for which it was created. In early 2025 DGS will identify, from ST-4 waivers approved in calendar year 2024, specific machinery and equipment steel products that have been recognized as not being produced in the United States in sufficient quantities to meet the 2024 contract requirements. Those items will be added to the list presented below and the resultant list will be published in the Pennsylvania Bulletin for a thirty-day (30) public comment period at that time.**

### **Exempt Machinery and Equipment Steel Products**

Air Conditioning Units  
Air Duct Housing w/Sample Tubes  
Air Handling Units  
Anchor Bolt  
Audio RA Station  
Annunciator Panel  
AV Rack Kit  
Back Box  
Backflow Preventer  
Battery Cabinet  
Blank Filler Plate for Fiber  
Blank Metal Door  
Blank Plate for Outer Door  
Bottom Dead Front Panel  
Bridge for Cameras  
Cabinet  
Cardcage  
Cast Steel Gate Valve  
CCTV Power Supply  
Ceiling Exhaust Fan  
Ceiling Flange  
Central Control Unit  
Centrifugal pumps

Channel Video  
Circulating Pump  
Closers  
Color Monitor  
Combination Round Head Steel Zinc-Plated Toggle Bolts  
Condensing Boilers  
Conduit Fittings  
Control Module Plate  
Control Panel  
Control Valve  
Data Converter Unit  
Deck Inserts  
Deck and Rub Rail Fasteners  
Dielectric Nipples  
Digital Communicators  
Digital Record  
Door Protection  
Door Trim/Handles  
Drinking Fountain  
Drip Pan ELL  
Drop-In Anchors  
Dry Tape Transformer  
Drywall Screws  
Dual Interface Module  
Duct Detector w/Relay  
Duct Housing  
Ductless Split System  
DVR Rack  
Electric Traction Elevators  
Electric Water Cooler  
Elevator Controller  
Elevator Hoistway  
Encl. for Annunciator  
Exit Devices  
Exp Cage  
Fence System Nuts and Bolts  
Fire Alarm NAC Extender  
Fire Alarm Peripherals  
Fixed Door Station  
Flexible Drops  
Full Blank Plate  
Galvanized Carriage Bolts



Garage Door Tracking  
Gas Furnace  
Gas Piping Butt Weld Tees  
Gauges  
Generator  
Globe Valve (Steam)  
Hand Dryer  
Hanger Mounting Plates  
Hangermates  
Hangers Supports  
Horn/Strobe  
Inclined Platform Wheelchair Lifts  
Inner & Outer Door  
Inner Door Blank Plate  
Interface Module  
Lag Bolts  
Large Remote Cab  
Lighting Fixtures, Interior/Recessed  
Lighting Fixtures, Surface Wrap  
Lighting Fixtures, Track Head  
Lock Cylinders  
Locknuts  
Locksets  
Low Temp. Detection Thermostats  
Lubrication Unit  
Machine Screws  
Main Control Board  
Mega Press Fittings, Mega Press XL and G Fittings  
Metal Lockers  
Manual Pull Station  
Med. Enclosure  
Middle Dead Front  
Mini-Interface Module  
Monitor Mount  
Monitor Wall Brk  
Mounting Plate  
Network Fiber Switch  
Overhead Door  
Overhead Stops  
Patient Wandering Alarm  
Pellet Storage Bin  
Pipe Clamps  
Pivots

Power Supply  
Pull Station Box  
RA Annunciator Pnl  
Rack Mount Card Cage  
Rack Mount Kit  
Radiant Panels  
Reader Interface  
Relay Module  
Remote Chiller  
Round Head Machine Screw  
Safety Relief Valve  
Sampling Tube  
Screw Air Compressor  
Security Panel  
Security Unit  
Security/CCTV Camera Housing  
Self-Turn / Self Tapping Screw  
Shower/eye Washers  
Signal Extender Module  
Single Blank  
Smoke Detector Wire  
Speaker  
Speaker/Strobe  
Split HVAC System  
Split Ring Hangers  
Split Rings  
Split System Air Conditioning  
SSD-C Remote Display w/Control  
SSD-C-REM Rem Display  
Stainless Flat Bars  
Stainless Steel Cable  
Strobe  
Submersible pump  
Sump Pump  
Surface Mount Speaker  
Surface Station Box  
Surge Arrester  
Surge Protector  
T8 Light Troffer  
Tamper Proof Screws & Nuts  
Thermometers

Threaded Rod Hanger  
Tie Wire 21 gauge  
Tie Wire Anchor  
Toggle Wing  
Transformer  
Turbine Pumps  
Uninterruptible Power Supply  
VRV Fan Coils/Cond. Units  
Wall Mounted Boiler  
Wall Mounted Fountain  
Water Coolers  
Water Fountain Mounting Frame  
Water Heater  
Wing Toggle

**SECTION 01010**  
**SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Description.
- B. Project Location.
- C. Contractor's Use of Premises.
- D. Work Sequence.
- E. Special Requirements.

**1.02 PROJECT DESCRIPTION**

- A. Project comprises of removing forty-two (42) curb ramps and replacing them with ADA compliant ramps. This includes ramps at the intersections of S. Carlisle Street and Leitersburg Street, Allison Street and Leitersburg Street, Allison Street and Maple Avenue, Oak Land and South Allison Street, South Washington Street and Leitersburg Street, South Allison Street and Rowe Avenue, Ridge Avenue and Rowe Avenue, Ridge Avenue at the entrance to Greencastle-Antrim High School, Ridge Avenue at the entrance to Greencastle-Antrim Middle School, Leitersburg Street and Ridge Avenue, Elm Street and Franklin Street, South Allison Street and Addison Avenue, Addison Avenue and the exit from Greencastle-Antrim High School, East Franklin Street and South Allison Street, East Franklin Street and South Washington Street, East Franklin Street and South Carlisle Street, and South Carlisle Street and Railroad Street, as specified in the plans.

**1.03 PROJECT LOCATION**

- A. Project site is indicated on the “Location Map” on Sheet 1 of 20.

**1.04 CONTRACTOR'S USE OF PREMISES**

- A. **Contractor is required to provide walkability during construction.**
  - 1. One side of the street/intersection to be demolished and poured and then the other side.**
  - 2. Provide temporary ramps/accommodations, as needed.**
- B. Confine construction equipment and operations of workmen to within the permanent and temporary rights-of-way.

- C. The Contractor shall limit his use of the premises to the Work indicated.
  - 1. Keep existing driveways and entrances serving the properties adjacent to the Project clear and available to the Owner and the public at all times. Do not use these areas for parking or storage of materials.
  - 2. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by the Owner. If additional storage is necessary, obtain and pay for such storage off-site.

#### 1.05 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. Minimize inconvenience to businesses, public facilities, and residences located adjacent to the Project.
  - 2. Minimize disruption of traffic and maintain continuous traffic flow through the Work area to the maximum extent practicable.

#### 1.06 SPECIAL REQUIREMENTS

- A. 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.
- B. In the event that utility relocations or modifications are required during the Work, make arrangements with the affected utility company to perform such relocations or modifications. Cost associated with such utility relocations or modifications is considered part of the Contract price(s) and no extra compensation will be allowed.
- C. Sewer service laterals repair/replacement shall be in accordance with the requirements of the authority having jurisdiction.
- D. Contractor shall provide off-site staging and storage facilities.
  - 1. **Pipeline materials may not be stored along the route of the Work.**
  - 2. Additional payment will not be made for storing new products, or excavated material off-site, or its transportation to the site when it is required; costs shall be included in the lump sum or unit price(s) bid.
  - 3. Assume full responsibility for stored materials and equipment.

- E. Contractor shall notify, in writing, property owners (5) days prior to commencing with work, of the anticipated work schedule and times when they will experience disruption of service and construction related noise near their properties.
- F. Contractor shall make every effort to reduce unnecessary non-construction related noises from the job site during night work (music/radios, etc.).
- G. **Contractor shall refer to the Owner's specifications (EXHIBIT A), attached to this Project Manual, for construction of the curb ramps.**
  - 1. **When there is a conflict between these specifications and EXHIBIT A, EXHIBIT A shall govern, unless otherwise directed by Engineer.**

#### 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. Stored Products.
- D. Measurement and Payment.

**1.02 APPLICATIONS FOR PAYMENT**

- A. Submit four (4) copies of Application for Payment at times specified in Paragraphs 14.02 and 14.07 of the General Conditions. Monthly Applications for Payment shall be accompanied by weekly payroll certificates, for the period, of contractor and its subcontractors, on the form(s) attached to this Project Manual.
- B. Submit Application for Payment on form attached to this Section (01025A).
  - 1. Line items shown on the Application for Payment form shall mirror those shown on the Bid Form.
- C. 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 STORED PRODUCTS

- A. Payment will not be made for Products suitably stored on the Project site or at another location, but not yet incorporated in the Work.

### 1.04 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 and B for intent of the Contract Documents.
- B. 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 the item requiring their removal/relocation.
- C. 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 regrading, topsoil placement, seeding, pavement reconstruction et c.
- D. Additional time, personnel, equipment, services and facilities required to perform a task, in excess of that estimated by Contractor, shall not be a reason for additional costs or extension of Contract Times, unless otherwise specified in the Contract Documents.
- E. Contractor shall submit written request and receive written authorization by ENGINEER prior to performing work for "Contingency" items.
- F. The following costs shall also be included in the unit and lump sum prices:
  - 1. Mobilization / Demobilization (refer to Supplementary Conditions Paragraph SC-1.01.A.55 for definitions).
  - 2. Bonds and Insurance.
  - 3. Contractor's overhead and profit and other expenses as allowed by the Conditions of the contract.
  - 4. Furnishing and installation of temporary facilities and controls required by Section 01500.
  - 5. Storage and transportation of material, including topsoil and suitable backfill material, to/from off-site locations.
  - 6. Transportation and disposal of construction debris and applicable fees, if any.
  - 7. Temporary services and stand-by equipment including but not limited to by-pass pumping.



8. Removal/relocation of existing above or below grade physical features.
  9. Costs associated with protection of underground utilities.
  10. Topsoil, Placement, Grading and seeding.
  11. Sheet piling, Shoring and Bracing of excavated areas.
  12. Dewatering of excavated areas.
  13. Suitable borrowed (imported) excavated material for backfill and topsoil.
  14. Erosion and Sedimentation Control.
  15. Temporary Maintenance and Control of Traffic.
- G. Change Orders: Lump sum and unit prices for Change Orders shall also include the costs listed under Paragraph F above.
- H. Removal, Excavation & Disposal of Materials:
1. Measurement and payment per cubic yard at the unit price bid.
  2. Payment shall include all excavation, removal and disposal of excavated material.
- I. Construct Concrete Curb Ramps:
1. Measurement and payment per square yard at the unit price bid.
  2. Payment shall include all the stone bedding and ramp constructions.
  3. Contractor shall construct curb ramps and transitions to meet the Americans' with Disabilities Act.
  4. Seeded area restoration will be paid separately.
  5. Straight and depressed curb will be paid separately.
- J. Depressed Concrete Curb Construction (Includes Transition Section):
1. Measurement and payment per linear foot at the unit price bid.
  2. Payment shall include excavation, removal and disposal of excavated material, construction of curb as indicated on the Drawings, curb trench restoration, including overcutting of existing pavement as shown on the Drawings, furnishing and placing 6" Superpave 25.0 mm material, aggregate materials and compaction.
  3. Depressed curb price shall include transition sections.
- K. Furnish and Install 2' Wide Detectable Warning Surface at Sidewalk Ramps:
1. Measurement and payment per square foot at the unit price bid.
  2. Payment shall include furnishing and placing warning surface at handicap ramps where shown on the Drawings.
- L. Permanent Base Repair – 12" x 2':
1. Measurement and payment per linear foot at the unit price bid.
  2. Payment shall include all the stone bedding and HMA material.
- M. Seeded 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.

- N. Miscellaneous Rock Excavation (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.
  2. Payment includes excavation where required by Owner and not paid for under another pay item, and test pits to locate unmarked or incorrectly marked utilities as directed by Owner.
- O. Miscellaneous Aggregate for Backfill and Other Uses (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.
  2. Payment includes aggregate backfill where required by Owner and not paid for under another pay item.
- P. Miscellaneous Concrete (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.
  2. Payment includes concrete where required by Owner and not paid for under another pay item.

## PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

## PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

**END OF SECTION**

**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 Products where they will interfere with the progress of the Project or delay the work of others.
- 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.
- E. Conflicts regarding façades, porches, and/or steps shall first be discussed with Borough staff then Borough staff and contractor shall discuss with resident. Any structures affected shall be replaced in kind.

**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. Surveys for measurement and payment.

**1.02 REFERENCE SURVEYS**

- A. Prior to the start of construction, Owner will provide and pay for surveys to establish reference baselines and benchmarks.

**1.03 CONSTRUCTION SURVEYS**

- A. Provide and pay for surveys to establish locations of the Work.
- B. Establish and stake locations for:
  - 1. Location and elevation of pipelines and utilities.
  - 2. Curb and ADA ramps.

**1.04 SURVEYS FOR MEASUREMENT AND PAYMENT**

- A. Perform surveys to determine quantities of unit price work, including control surveys to establish measurement reference lines. Perform surveys accompanied by the Resident Project Representative prior to starting work.
- B. Contractor shall sign surveyor's field notes and shall calculate and certify quantities for payment purposes.

**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**

- A. Pre-construction conference.
- B. Progress meetings.

**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 Resident Project Representative.
  - 2. Engineer.
  - 3. Contractor (attendance required).
  - 4. Major Subcontractors.
  - 5. Governmental agency representatives, utility representatives, and other parties who may have control of, or may be 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. Reference 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 conference and prepare minutes for distribution to participants.

### 1.03 PROGRESS MEETINGS

- A. Engineer will schedule progress meetings throughout the construction period at intervals as required.
- B. Attendance:
  - 1. Resident Project Representative.
  - 2. Contractor's Project Superintendents (attendance required) and other Prime Contractor(s) representatives.
  - 3. Major Subcontractors and suppliers.
  - 4. Engineer.
  - 5. 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 meeting and prepare minutes for distribution to participants.

### 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. “Or Equal” and Substitute submittals.
- C. Action on submittals.
- D. Shop Drawings.
- E. Product data.
- F. Construction progress schedules.
- G. Pre-construction Photos and Videos.
- H. 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. When a Product is of various sizes, or there are similar Products (e.g. sump and grinder pumps) in the Project, provide a submittal, which includes all identical/similar Products.
- I. When a Specification Section includes several Products, submit shop drawings for all Products in a single submittal.
- J. 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.
- K. Provide space for Contractor and Engineer review stamps.



- L. Revise and resubmit submittals **within ten 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.
- M. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- N. **Incomplete submittals will be returned without review and their receipt will be counted as Submittal No.1.**

#### 1.03 "OR EQUAL" AND SUBSTITUTE SUBMITTALS

- A. "Or Equal" and Substitute Products or methods submittals shall be in compliance with Supplementary Conditions Paragraphs SC-6.05.A through SC-6.05.L.
- B. The Engineer will determine if a Product or method qualifies and is acceptable as an "Equal" or as a Substitute.
- C. Contractor shall be responsible for Engineer's, and others', review time, and for all other costs associated with acceptance/rejection of an "Equal" or "Substitute" Product or method.
- D. **Request for "or Equal"/Substitute of Product, or method shall be made as a separate submittal, for Engineer's review and acceptance/rejection, not as a final shop drawing submittal.**

#### 1.04 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 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. Review Action does not establish submitted information as a Contract Document, a Change Order, or authorization to deviate from the Contract Documents.
- G. For all re-submittals except the first, Engineer and Engineer's consultants will record man-hours required for review of the re-submittal. Contractor shall be charged for review of such repeat re-submittals 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.

#### 1.05 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.

#### 1.06 PRODUCT DATA

- A. Submit the number of copies which the Contractor requires, plus (4) copies which will be retained by the Engineer.
- 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.

#### 1.07 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit (4) copies of progress schedule for Owner and Engineer review. Revise and resubmit as required.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate submittal dates required for Shop Drawings, Product data, samples, and Product delivery dates, including those furnished by Owner and under Allowances.
- D. Do not include extensions to the Contract Time in revised progress schedules until such extensions have been approved by Owner and Engineer in accordance with Article 12 of the General Conditions.
- E. Failure to submit an initial or revised progress schedule, acceptable to the Engineer, before or with each Application for Payment will be considered a substantial violation of the Contract Document provisions. In accordance with Paragraph 14.7 of the General Conditions, the Engineer may recommend that the Owner withhold payment of all or part of the amount shown in an Application for Payment until an acceptable progress schedule is submitted.
- F. Time unit used on progress schedule: Calendar Day.

#### 1.08 PRE-CONSTRUCTION PHOTOS AND VIDEO REPRESENTATION

- A. Prior to commencing with the Work Contractor shall take photos and generate a video record of pre-construction conditions at the Project area, including all areas within the temporary/construction right-of-way, and submit two(2) sets of photos and videos to Engineer. Contractor shall submit records in DVD-Video format (MPEG-2) playable in a consumer-grade DVD movie player.
  - 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 photos and 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 tape. The log shall include location descriptions with corresponding tape counter numbers to facilitate the quick location of information contained on the videos.
  - 7. One set of videos 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.

#### 1.09 SUBMITTALS SPECIFIED IN OTHER DOCUMENTS/SECTIONS

- A. Applications for Payment: Section 01025.
- B. Request for Approval of Cutting and Patching Methods: Section 01040.
- C. Schedule of Shop Drawing Submittals: General Conditions 2.05.
- D. Requests for Substitutions: General Conditions 6.05, as amended by the Supplementary Conditions Paragraphs SC-6.05.A through SC-6.05.L.
- E. Claim Documentation: General Conditions 10.05 and 12.02.A.
- F. Documentation Required with Applications for Progress Payments and Final Application for Payment: General Conditions 14.02.A and 14.07.A.
- G. Emergency Crew Names, Addresses, and Telephone Numbers: Supplementary Conditions 6.16.
- H. Notice to Owner of Utility Service Interruptions: Section 01010.
- I. Supervisory Personnel Names and Phone Numbers: Section 01200.
- J. Reports on Tests and Inspections: Section 01400.
- K. Record Documents: Section 01700.
- L. Warranties: Section 01700.

M. Spare Parts and Maintenance Materials: Section 01700.

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.

**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. Fully comply 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.
- G. All products installed within Penn DOT (PDT) right-of-way shall be certified in accordance with PDT Publication 35 (Bulletin 15).
- H. Visually examine existing trench repairs and repair any deficiencies prior to final overlay.
- I. Ensure adequate grading to stormwater structures to eliminate pooling and/or ponding issues.
- J. Check and verify existing and proposed elevations.

**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. Any 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 Owner and Engineer, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Reports shall be submitted to Owner and Engineer within 48 hours after completion of test.
  - 1. Reports and test results will also be submitted to the Contractor.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Engineer 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 ((Engineer)) ((Resident Project Representative)). Payment for retesting 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 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. Additional requirements and construction details for various Sediment and Erosion Control measures are shown on the Drawings.

##### **1.02 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.
- D. Comply with any local laws, codes, and regulations concerning the construction and maintenance of sediment and erosion control measures.

##### **1.03 CONSTRUCTION SEQUENCE**

- A. Install all sediment and erosion control measures prior to start of clearing operations.



- B. Conduct construction operations in accordance with the following general sequence:
  - 1. Construction of sediment and erosion control measures including swales and silt fences.
  - 2. Excavation.
  - 3. Construction of pipelines and other items required by the Contract Documents.
  - 4. Backfilling, final grading, paving, seeding, and other ground stabilization.
  - 5. Removal of temporary sediment and erosion control measures.

#### 1.04 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.

#### 1.05 SPECIFIC SEDIMENT AND EROSION CONTROL PROCEDURES

- A. Temporary Sediment Traps for Storm Drain Inlets:
  - 1. Traps shall 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.

B. Silt Fence Sediment Barrier:

1. Silt fence sediment barrier shall be used to filter sediment from runoff.
2. Sediment barriers shall be inspected after each rain and repaired as required to maintain proper function.
3. Remove sediment behind barrier whenever sediment deposit reaches depth of approximately six inches.
4. See Drawings for details on construction of silt fence sediment barrier.

C. Straw Bale Sediment Barrier: Straw bales shall be used only as short-term control measures.

1. Bales shall be securely staked across areas of concentrated flow.
2. Bales shall be inspected regularly and replaced as necessary.

1.06 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.

#### **PART 2 - PRODUCTS**

NOT APPLICABLE TO THIS SECTION

#### **PART 3 - EXECUTION**

NOT APPLICABLE TO THIS SECTION

**END OF SECTION**

**SECTION 01600**  
**MATERIALS AND EQUIPMENT**

**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 assure 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.
- B. For exterior storage of fabricated Products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of Products to permit access for inspection. Periodically inspect to assure 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 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 Act, 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 has been shown on the Drawings based on information supplied by the underground utility owners in accordance with the Act. It is expressly understood that neither the Owner nor its Engineer warrants the accuracy of this information; this information is intended to serve as notification that such utilities do exist in the general proximity of the Work. The Contractor shall take the necessary steps to protect, from direct or indirect injury, known existing underground pipes, conduits, utilities, and structures or other property in the vicinity of the Work, or that may be discovered during performance of the Work. The Contractor shall maintain a sufficient quantity of suitable material on-site during the performance of the Work for sustaining or supporting any structure or utility that may be uncovered which may be undermined, weakened, or otherwise compromised, whether or not such structure or utility is indicated on the Drawings.
- C. The Contractor shall comply with notification provisions of the Act. Excavation shall begin on or after the third business day after notification to the One-Call System of its intent to dig. In case of complex projects notification shall be not less than ten business days in advance of the beginning of excavation, or demolition work. If the Contractor removes its equipment and vacates the worksite for more than two business days, he shall renotify the One Call System, unless other arrangements have been made directly with the utility owner(s) involved. If the location of excavation changes, a new notification shall be made. Damage to existing utilities resulting from the failure of the Contractor to follow the notification requirements of the Act shall be at Contractor's expense and no additional compensation will be provided.
  - 1. Contractor shall cooperate with agents of the utility owners during the progress of the Work.
  - 2. 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 One-Call System.
  - 3. Contractor shall obtain serial number from One Call System evidencing compliance with notification requirements of the Act.
  - 4. Contractor shall schedule and conduct a preconstruction meeting with the utility owners. Notice of this meeting shall be provided, in writing, 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.
5. 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.
  6. 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 Act 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. The 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.
- 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, shall uncover utility services, pipes, or lines 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. Locations of repairs, and the procedures of repairs that have been made by Contractor, at the direction of the utility company, shall be recorded by the Contractor. Payment for the work performed shall be made in accordance with the terms mutually agreed to by the Contractor and the utility owner, prior to commencing with the work.
1. In the event the Contractor, during the progress of the excavation, further damages the existing service line(s), (s)he will be responsible for the resulting costs as specified in Paragraph 3.01A1.
- 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 Owner, the utility owner, or the project owner, it is necessary to determine, or confirm the location(s) of existing underground structures and utilities.
1. Dig 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 Owner. Dig 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). Dig such test pits only at the locations indicated on the Drawings and in other areas as directed by the Owner.
  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 will be classified as "Miscellaneous Unclassified Excavation" and payment will be made in accordance with the unit price indicated on the Bid Form.
  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.
- I. 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 Department of Labor and Industry and to any other agency required by the Act, not more than ten (10) business days after the incident. A copy of the incident report shall also be submitted to the 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 Act, 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 Act, Contractor will be compensated for the work performed in accordance with the payment provisions of the Contract and further specified below.
- 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 ascertain the location of the existing utilities by utilizing prudent techniques. The Contractor shall submit written notification to the Owner apprising the Owner 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 Owner 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 Act.
1. Except where it has been indicated, in the Contract Documents, that payment will be made as "Miscellaneous Unclassified Excavation," 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 Owner 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 Owner 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 02151**

### **SHORING**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. General shoring, sheeting and bracing necessary to protect excavations against loss of ground, caving or slipping.

##### **1.02 QUALITY ASSURANCE**

- A. Requirements of Regulatory Agencies:
  - 1. Shoring materials and installation work shall conform to Federal, State and local laws, rules, regulations and requirements.
  - 2. Provide material for sheet piling, sheeting, bracing, and shoring. Install in place in accordance with Federal, State, and local laws for excavations and construction and as may be required to protect the workers and the public, and to maintain trench widths specified in Section 02221.

##### **1.03 PROJECT CONDITIONS**

- A. Responsibility for Condition of Excavation:
  - 1. The failure or refusal of the Engineer to suggest the use of bracing or sheeting, or a better quality, grade, or section, or larger sizes of steel or timber, or to suggest sheeting, bracing, struts, or shoring to be left in place, shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the Contract, nor impose any liability on the Engineer or the Owner; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or by any act of the Engineer, Owner, or their agents, or employees, resulting in the keeping of any excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury to persons or property, nor entitle him to any claims for extra compensation.
- B. Tight Sheeting:
  - 1. Protect excavations deeper than eight feet with tight sheeting from the top of the original grade to below the structure foundation except for excavations where stable rock is encountered. If stable rock is encountered at a depth greater than eight feet but above the structure foundation, carry sheet down to the top of the rock.
  - 2. Include cost for tight sheeting in the lump sum price bid in the Proposal for the structure or structures that requires the tight sheeting.

- C. The Engineer reserves the right to order sheeting and bracing left in place for the protection of the finished work or adjacent property. Sheeting and bracing which have been ordered left in place by the Engineer must be removed for a distance of three feet below the established or existing grade, whichever is lower. Trench bracing, except that which must be left in place, may be removed when the backfilling has reached the respective levels of such bracing.
- D. Before starting work, check and verify governing dimensions and elevations.
- E. Protect existing active sewer, water, gas, electricity and other utility services and structures.
- F. Notify municipal agencies and service utility companies having jurisdiction. Comply with requirements of governing authorities and agencies for protection, relocation, removal and discontinuing of services, as affected by this work.
- G. Contractor, at his discretion, may use other, OSHA approved, methods of shoring and excavation in lieu of tight sheeting.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. General: Provide suitable shoring and bracing materials which will support loads imposed.
- B. Wood Materials: Use wood sheeting, sheet piling, bracing and shoring which is in good serviceable condition and timbers of sound condition.
  - 1. If wood is part of shoring system near existing structures, use pressure preservative treated materials or remove before placement of backfill.
- C. Structural Steel: ASTM A36
- D. Steel Sheet Piling: ASTM A328, ASTM A572 or ASTM A690
- E. Tieback: Steel bars ASTM A722; Steel strand ASTM A416

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Drive or set sheeting, sheet piling, braces or shores in place and arrange such that they may be withdrawn as the excavations are backfilled, without damage to piping and structures, and without damage to or settlement of adjacent structures and pavements.
- B. Engineer reserves the right to order sheeting driven to the full depth of the excavation or to such additional depths as may be required for the protection of the work.

- C. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- D. Shoring systems retaining earth on which the support or stability of existing structures is dependent must be left in place at completion of work.
- E. Install internal bracing, if required, to prevent spreading or distortion to braced frames.
- F. Remove sheeting, shoring and bracing in stages to avoid disturbance to underlying soils and damage to structures, pavements, facilities, and utilities.
- G. Repair or replace, as acceptable to Engineer, adjacent work damaged or displaced through installation or removal of shoring and bracing work.

END OF SECTION

**SECTION 02202**  
**ROCK REMOVAL**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Removal of rock discovered during trench excavation.

**1.02 PROJECT CONDITIONS**

- A. Under this Contract all excavation, which may include rock, is unclassified; rock removal shall be included in the lump sum or unit prices of the items requiring rock removal
  - 1. Rock excavation may be performed only by mechanical method or by chemical fracturing. **Rock excavation by blasting is not permitted.**

**1.03 SUBMITTALS**

- A. Product Data: Submit in compliance with Section 01300 – Submittals.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Chemical Rock Splitting Agent: Expansive mortar designed to split rock by non-explosive means.
  - 1. Acceptable Products:
    - a. Da-mite by Daigh Company.
    - b. Fract-ag by Chimica Edile.
    - c. Or equal.

**PART 3 - EXECUTION**

**3.01 INSPECTION**

- A. Verify site conditions and note irregularities affecting work of this Section.

**3.02 ROCK REMOVAL**

- A. Mechanical Method:

1. Remove rock to minimum of six inches below pipe bottom. If bedding layer shown on the Drawings is thicker than six inches, excavate to the depth shown on the Drawings.
  2. Cut away rock at excavation bottom to form level bottom for pipe bedding.
  3. Remove excavated material from site.
  4. Correct unauthorized rock removal in accordance with directions of Engineer.
- B. Chemical Method: Follow expansive mortar manufacturer's printed instructions for preparation, application, and precautions during use of the Product.
1. Provide protection against injury to persons and damages to property due to rock fragment displacement, by covering rock with tarps during use of the Product.
  2. Limit of rock removal as specified for Mechanical Method.

**END OF SECTION**

## **SECTION 02221**

### **TRENCHING, BACKFILLING AND COMPACTING**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Trench Excavation for Piped Utilities.
- B. Bedding, Backfill, and Compaction.
- C. Surface Restoration.

##### **1.02 RELATED SECTIONS**

- A. Measurement and Payment: Section: Section 01025.
- B. Sediment and Erosion Control: Section 01560.
- C. Traffic Regulation: Section 01570
- D. Protection of Underground Utilities: Section 02015.
- E. Shoring: Section 02151.
- F. Paving and Surfacing: Section 02500.

##### **1.03 DESCRIPTION**

- A. Definitions:
  - 1. Rock Excavation: Removal of consolidated hard mineral material in solid beds or masses, in original or stratified position, and boulders greater than one-half cubic yard in volume, which, in the opinion of the Engineer, must be removed by blasting, or mechanical/chemical wedging. Structure foundations of concrete or of masonry or stone laid in cement-mortar is classified as rock if the volume of a solid section requiring removal at any single location exceeds one-half cubic yard.
    - a. Soft or disintegrated rock, which can be removed with a pick, or any material which can be broken down by sledge hammers, or any ledge or single boulder less than one-half cubic yard in volume, or loose, shaken or previously blasted rock, or broken stone in rock filling or elsewhere, or rock exterior to the line of measurement specified, shall not be classified as rock excavation.

- b. Items involved in the excavation such as sidewalks, curbs and street or roadway paving, of whatever material, shall not be classified as rock excavation.
- 2. Earth Excavation: Removal of materials of any kind in the excavation, which cannot be classified as rock excavation.
- 3. Earth Excavation Below Subgrade: Same as Earth Excavation except such excavation is performed below elevations given as subgrade.
- 4. Unclassified Excavation: Removal of materials of any kind in the excavation, including rock excavation.
- 5. Unclassified Excavation Below Subgrade: Same as unclassified excavation except such excavation is performed below elevations given as subgrade.
- 6. Miscellaneous Unclassified Excavation: Unclassified excavation required by the Engineer and not included in other items for payment.
- 7. Subgrade: Trench bottom prepared as specified to receive pipe bedding, concrete cradle or encasement, or the bottom of excavations prepared to receive pipeline structures or structure foundations.

#### 1.04 REFERENCES

- A. American Association of State Highway and Transportation Officials:
  - 1. AASHTO T 99, Moisture-Density Relations of Soils, Using a 5.5-lb. Rammer and a 12-in. Drop.
  - 2. AASHTO T 191, Standard Method of Test for Density of Soil In-Place by the sand cone method.
- B. The "Pennsylvania DOT Sections" noted herein refer to sections contained in the State of Pennsylvania Department of Transportation Standard Specifications, as supplemented. The references pertain only to materials, construction equipment, methods and labor. The payment provisions do not apply to work to be performed under this Contract.

#### 1.05 PROJECT CONDITIONS

- A. **Classification of Excavated Materials: Refer to Section 01025, Article 1.04.**

### PART 2 - PRODUCTS

#### 2.01 MATERIAL

- A. Backfill Material: Excavated material free of cinders, ashes, refuse, vegetable, or organic material, boulders, rocks, stone, or other material which, in the opinion of the Engineer, is unsuitable. Backfill material shall conform to the requirements established under "Classification of Backfill Materials", specified below.



- B. Aggregate Backfill and Bedding: Fine aggregates and coarse aggregates conforming to Pennsylvania DOT requirements. Aggregate Backfill requirements established under "Classification of Backfill Materials", specified below.
- C. Classification of Backfill and Bedding Materials:
  - 1. Pipe Bedding: As indicated on the Drawings.
  - 2. Initial Backfill: As indicated on the Drawings.
  - 3. Backfill to Restoration Depth: As indicated on the Drawings.
  - 4. Backfill Material to Restoration Depth (Seeded Areas): Excavated material approved by the Engineer and containing no stones larger than four (4) inches in maximum dimension. A maximum of 20% of the backfill volume may be stones as long as the stones are evenly distributed within the material.
- D. Topsoil: On-site or imported screened, fertile, friable, natural, productive surface 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.
- D. Seed Mixture for Restoration of Seeded Areas:
  - 1. Lawn seed mixture shall be equivalent to the following:
 

Red Fescue	40%
Common Kentucky Bluegrass	40%
Annual Ryegrass	20%
- E. Erosion Control Seed Germination Mat: Miramat 3M by Mirafi, Inc.
- F. Underground Warning Tape:
  - 1. Printed polyethylene tape, 3 inches minimum width, color coded, 1 inch minimum lettering, printed with name of utility buried below, and suitable for installation in all soil types.
  - 2. Non-magnetic.
  - 3. Provide for the following:
    - a. Storm sewer.

### PART 3 - EXECUTION

#### 3.01 TRENCH PREPARATION AND EXCAVATION

- A. Perform soil erosion control work in accordance with requirements of Section 01560 and as described on the Drawings.
- B. Perform sheeting and shoring in accordance with requirements of Section 02151.
- C. General: Excavation of every description and of whatever substances encountered shall be performed to the lines and grades indicated on the Drawings, specified in this Section, or as directed by the Engineer.

1. Excavation shall be made by open cut, unless specifically outlined in the specifications or shown on the Drawings.
2. Trenches may be excavated and backfilled either by machinery or by hand as the Contractor may elect, provided, however, that the Contractor shall use hand excavation where necessary to protect existing structures, utilities, or private or public properties and provided, further, that backfilling shall be done by hand to the extent hereinafter specified.
3. The Contractor shall have no claim for extra compensation due to the fact that hand excavation, instead of machine excavation, may be made necessary from any cause whatever.
4. All suitable excavated materials shall be stored, if practical, in the roadway or such other suitable place and in such manner as the Engineer will approve. Unsuitable materials will be removed from the site and disposed.
5. If more suitable materials are removed from any trench than can be backfilled over the completed pipe or stored in the street, leaving space for traffic, the excess materials shall be removed and stored at a suitable site provided by the Contractor.
6. The Contractor shall, at no expense to the Owner, bring back as much of the suitable materials so removed as may be required to properly refill the trench.
7. When directed by the Engineer, the Contractor shall furnish such other suitable materials as may be necessary to properly refill the trench at no additional cost to the Owner.
8. The existing pavement on each side of the trench shall be removed as indicated on the Drawings.

E. Width of Trench: Pipe trenches shall be sufficiently true in alignment to permit the pipe to be laid in the approximate center of the trench. The trench shall be wide enough to provide a free working space on each side of the pipe. Maximum trench width as indicated on the Drawings.

1. The trench width at least 12 inches above the top of the outside barrel of the pipe shall not exceed pay-line dimensions shown on the Drawings.
2. Where sheeting and shoring are used, the maximum allowable width of trench shall be measured between the closest interior faces of the sheeting or shoring as placed. Whenever, for any reason, the maximum trench width is exceeded below the top of the pipe, the Contractor may be ordered by the Engineer to cradle or encase the pipe in concrete at the Contractor's expense in order to ensure the structural integrity of the pipe.
3. In locations other than rights-of-way or easements, the Engineer may, as warranted by working conditions, and where permitted by Federal or State safety requirements, waive the requirements specified for exceeding the maximum width at the top of trench.
4. If the maximum width of trench shown on the Drawings cannot be maintained, the Contractor shall install temporary sheeting at no additional cost to the Owner.
5. If the maximum width requirement at the top is waived by the Engineer, the Contractor will not be entitled to additional compensation beyond the specified trench widths.
6. Where the Engineer specifically requires the Contractor in writing to excavate beyond the maximum allowable trench width, the Contractor will be entitled to

and will be reimbursed for the quantity of material excavated beyond the specified trench widths in accordance with the applicable unit price bid for Miscellaneous Unclassified Excavation.

- F. Length of Trench:
1. The Contractor shall limit all trench openings to a distance commensurate with all rules of safety.
  2. If the work is stopped either totally or partially, the Contractor shall refill the trench and temporarily repave over the same at his expense and the trench shall not be opened until he is ready to proceed with the construction of the pipeline.
- G. Pumping and Draining: The Contractor shall remove by pumping, draining, or otherwise, any water which may accumulate in the trenches and other excavations and shall build all dams and do all other work necessary to keep the trenches or other excavation as free from water as possible.
1. Where it is impractical to completely drain the trench, special pipe or jointing materials may be authorized at no additional expense to the Owner.
  2. While the pipelines are being laid, the Contractor shall have sufficient pumping machinery ready for immediate use.
  3. All surface waters shall be prevented from entering the open ditches or excavations by proper grading of the surface in the vicinity of the excavation.
- H. Accommodations of Drainage: The Contractor shall keep gutters, sewers, drains and ditches open at all times so that the flow of storm or other waters shall not be obstructed. If the material excavated from the trenches must temporarily extend over gutters or other waterways, it shall be the duty of the Contractor to plank or bridge over the gutters, without extra compensation, so that the flow of water is not impeded.
- I. Blasting and Explosives: Not permitted in performance of Work in this Project.
- J. Protection of Utilities, Property and Structures: The existence and location of underground utilities as indicated on the Drawings is presented merely to serve as a notification that such utilities do exist in the general proximity of the work. Any utilities not shown, or not located as shown, shall not relieve the Contractor of the responsibility for their protection and/or repair during construction.
1. The Contractor shall notify all utility companies, through the Pennsylvania One Call System, in advance of construction, to locate their facilities in accordance with Pennsylvania Act 287 of 1974, as amended by Act 121 of 2008; and shall cooperate with agents of these companies during the progress of the work. Procedures for emergency action and repairs to utilities shall be as established by the Act.
  2. Whenever the Contractor, during the progress of the excavation, shall uncover service pipes or lines, which because of injury or age are in poor condition, Contractor shall immediately notify the proper authority in order that steps may be taken for replacement or repair. Locations of repairs and the procedures of repairs that have been made shall be recorded by the Contractor.

3. Refer to Section 02015 for specific requirements for protection, repair of, and payment for underground utilities.
- K. Maintenance of Traffic: Work shall be conducted so as to cause a minimum of inconvenience to pedestrian and vehicular traffic and to private and public properties along the line of work. It shall be the duty of the Contractor, at all times, to maintain crossing, walks, sidewalks, and other roadways open to traffic and in a satisfactory condition, and to keep all fire hydrants, water valves, fire alarm boxes, and letter boxes accessible for use. Whenever it is necessary to maintain pedestrian traffic over open trenches, a timber bridge at least three feet in width and equipped with side railings shall be provided. When the excavated material will encroach upon sidewalks or private property, planking shall be placed in order to keep the sidewalk or private property clear of excavated material.
1. In important thoroughfares, or in narrow streets, the material excavated from the trench shall be removed from the site of the work at the Contractor's own expense in order to provide suitable space for traffic. The Contractor shall, at no expense to the Owner, bring back as much of the approved material as necessary to properly refill the trench or shall furnish such other suitable materials as may be necessary to properly refill the trench.
  2. When it is necessary to haul soft or wet materials over public streets, the Contractor shall provide suitable vehicles and shall conform to all laws and ordinances relevant to such hauling.
  3. Maintenance and protection of traffic on municipal roadways shall be as specified in Section 01570. The Contractor shall modify sign locations daily in order to protect that Section of roadways to be disturbed during that same day.
  4. When working in other public rights-of-way, maintenance of traffic shall be as directed by the governing authority.

### 3.02 PIPE BEDDING AND TRENCH BACKFILL

- A. Bedding: The trench shall be excavated to a depth of six (6) inches below the outside diameter of the pipe barrel, or deeper if so specified. The resultant subgrade shall be undisturbed, or compacted as approved by the Engineer if disturbed. The bedding shall then be prepared by placing a thoroughly compacted aggregate pipe bedding and initial backfill material, as specified hereinafter, in 3-inch (uncompacted thickness) layers to 12-inches above top of pipe. Bedding shall provide uniform and continuous bearing and support for the pipe at every point between bell holes.
- B. Special Bedding:
1. Concrete Encasement: If concrete encasement is indicated on the Drawings or required by the Engineer, the trench shall be excavated to a depth of six (6) inches below the outside of the barrel of pipes 24-inches in diameter or less and nine (9) inches below the outside of the barrel of pipes larger than 24-inches in diameter. All of this excavation may be done by machine. Quality of concrete and method of placement is specified in Section 03300 - Cast-In-Place Concrete.

2. Unstable Subgrade: Where the bottom of the trench at subgrade is found to be unstable or to include material, which, in the opinion of the Engineer, should be removed, the Contractor shall excavate and remove such unsuitable material to the width and depth recommended by the Engineer.
    - a. Before pipe is laid, the subgrade shall be made by backfilling with aggregate material, as directed by the Engineer, in 3-inch (uncompacted thickness) layers thoroughly tamped and the bedding prepared as hereinbefore specified.
    - b. Aggregate Backfill when used at the direction of the Engineer to stabilize trench subgrade will be paid for in accordance with the applicable unit price bid under Miscellaneous Aggregate Backfill, exclusive of the pipe bedding.
    - c. Additional excavation required to remove unstable material will be paid for in accordance with the applicable unit price bid under Miscellaneous Unclassified Excavation.
  3. Special Foundations: Where the bottom of the trench at the subgrade is found to consist of material which is unstable to such a degree that, in the opinion of the Engineer, it cannot be removed and replaced with an approved material thoroughly compacted in place to support the pipe properly, the Contractor shall construct a foundation for the pipe, consisting of such materials and in accordance with plans prepared by the Engineer. Compensation for such additional work shall be in accordance with the General Conditions of the Contract.
- C. Backfilling Methods:
1. General: Backfilling shall not be done in freezing weather except by permission of the Engineer, and it shall not be done with frozen material. Do not backfill when the material already in the trench is frozen.
    - a. Where aggregate backfill is not indicated on the Drawings or specified herein, and in the opinion of the Engineer should be used in any part of the work, the Contractor shall furnish and backfill with aggregate as directed.
    - b. Payment will be made in accordance with the unit price bid under Miscellaneous Aggregate Backfill.
    - c. No extra compensation will be made for aggregate backfill required for the pipe bedding, or due to excavation made beyond the limits specified, or where used as special bedding at the discretion of the Contractor.
- D. Pipe Bedding Beneath and to Centerline of Pipe: All trenches shall be backfilled by hand, from the bottom of the trench to the centerline of the pipe with bedding material placed in layers of 3 inches (uncompacted thickness) and compacted by tamping. Bedding material shall be deposited in the trench for its full width on each side of the pipe and fittings simultaneously.
- E. Initial Backfill over Pipe: From the centerline of the pipe and fittings to a depth of one (1) foot above the top of the pipe, the trench shall be backfilled by hand or by approved mechanical methods. The Contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipe. The backfill shall be placed in 4-inch layers (uncompacted thickness) and compacted by tamping.

- D. Aggregate Backfill to Restoration Depth (Paved Areas): From one (1) foot above the top of the pipe to restoration depth, the trench shall be backfilled by hand or by approved mechanical methods. Backfill in this section of the trench shall be coarse aggregate material subject to limitations specified and consolidated by tamping in four (4) inch layers or other approved mechanical methods unless otherwise specified. Any consolidation method utilizing water such as jetting or puddling shall not be permitted. Consolidation shall proceed from the center of the trench to the sides to prevent arching.
- E. Underground Warning Tape: For the purposes of early warning and identification of buried pipes during future trenching or other excavation, provide continuous identification tapes in trenches. Install in accordance with printed recommendations of the tape manufacturer, and as modified herein. Bury tape at a depth of 12 inches below grade; in pavements measure 12 inches from subgrade of pavement.
- F. Compacting: During the course of backfilling and compacting work, the Engineer may, at any location or depth of trench, make tests to determine whether the Contractor's compaction operations are sufficient to meet specified requirements. Compact trench backfill as follows:
  - 1. At paving areas: Place material in lifts not exceeding 8 inches in loose thickness and compact using mechanical tampers to a 95% maximum dry density based on ASTM D1557, modified proctor.
  - 3. Perform field determinations of density, when requested by the Engineer, in accordance with AASHTO T191.

### 3.03 RESTORATION AND CLEAN-UP OF SURFACE

- A. Pavement Replacement : As specified in Section 02500.
- B. Clean-Up and Maintenance of Surfaces:
  - 1. General: During construction, the 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. Streets shall be swept and flushed after backfilling, and re-cleaned as dust, mud, stones and debris caused by the work, or related to the work again accumulates. Failure of the Contractor to perform this work shall be cause for the Owner to order the work by others, and backcharge all costs to the Contractor.
    - a. All surplus material and temporary structure furnished by each Contractor shall be removed from the work site by each Contractor.
    - b. All dirt, rubbish and excess earth from the excavation shall be disposed of by the Contractor in a manner and place acceptable to all governing agencies.
    - c. The construction site shall be left clean at the end of each working day to the satisfaction of the Engineer.
  - 2. Repair or Correction of Unsatisfactory Conditions: All unsatisfactory conditions resulting from the work shall be corrected.

- a. 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.
  - b. There will be no additional payment made for maintenance work.
- C. Restoration of Seeded Areas:
  - 1. General: All disturbed areas, whether inside or outside the pay-lines shall receive a minimum of 6-inches of topsoil, and the surface hand raked, stones removed and natural drainage features provided and/or restored prior to the application of seed. The Contractor shall restore all disturbed areas to a condition equal to or better than prior to construction.
    - a. Final restoration shall be performed no later than the start of the next planting season following construction. The planting season shall be as established by the U.S. Agricultural Service for the area of construction.
    - b. Topsoil shall be free from subsoil, brush, weeds, or other litter, clay lumps and stones, but may contain decaying vegetable matter as is present in good topsoil.
    - c. Precautions shall be exercised to conform with laws relating to erosion and sediment control.
    - d. Seed shall be not more than two (2) years old. Germination tests of seeds shall be made not more than six (6) months prior to seeding. Seed, which has become wet, moldy or otherwise damaged, shall not be used.
    - e. Submit all seed mixtures to the Engineer for approval prior to seeding.
    - f. Contractor shall be responsible to produce a stand of grass in all seeded areas. Erosion, drought, or any other condition encountered shall not relieve the Contractor of this requirement.
  - 2. The seed shall be sown with approved seeding procedure at the rate of ten pounds per 1,000 square feet. An approved starter fertilizer shall be utilized and applied per manufacturer's recommendations.
  - 3. Seeding and soil supplement application may be performed by the hydroseeding method. Engineer shall approve rates of application, methods and equipment prior to commencing with work.
  - 4. Erosion Control/Seed Germination mat shall be applied in accordance with manufacturer's instructions either before or after hydroseeding operations.

#### **END OF SECTION**

**SECTION 02500**  
**PAVING AND SURFACING**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Permanent Paving.
- B. Cement Concrete Curbs.
- C. Concrete and Brick Sidewalks.
- D. Handicapped Ramps.
- E. Driveway Aprons.
- F. Speed Tables.
- G. Traffic Line Painting.

**1.02 RELATED SECTIONS**

- A. Overlay Paving: Section 02510.
- B. Brick Pavers: Section 02780.
- C. Cast-In-Place Concrete: Section 03300.

**1.03 QUALITY ASSURANCE**

- D. 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 in this Section.
  - 3. Maintain quality of work by using products of a qualified bituminous concrete producer and qualified plant operating workmen.



#### 1.04 REFERENCES

- A. The “PDT Sections” noted herein refer to sections contained in the Commonwealth of Pennsylvania Department of Transportation Specifications Publication 408 (latest edition). The references pertain only to materials, construction, equipment, methods, and labor. The payment provisions do not apply to work to be performed under this Contract.
- B. Commonwealth of Pennsylvania Department of Transportation Bulletin 25: Specifications for Bituminous Materials.

#### 1.05 SUBMITTALS

- A. Certificates: Furnish certification from bituminous and aggregate producer attesting that materials conform to requirements of Pennsylvania Department of Transportation Specifications.
  - 1. Contractor shall submit certification as specified in PDT Section 106-Control of Materials.

#### 1.06 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, or other reasons acceptable to Engineer, provide a 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. Use all means necessary to protect and maintain pavement materials, before, during and after installation to protect the installed work and materials of all other contractors.
  - 3. 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. Bituminous Materials: As indicated on the Drawings.
- B. Cement Concrete:

1. For Curbs, Sidewalks, Driveway Aprons and Handicapped Ramps: As specified in Section 03300 unless otherwise indicated on the Drawings.
- C. ADA Detectable Warning Surface: Manufactured of polymer concrete suitable for wet set; color as selected by Owner.
  1. Acceptable Manufacturer:
    - a. Armorcast Products Co.;
    - b. ADA Solutions;
    - c. Alertcast Replaceable Detectable Warning System;
    - d. Or equal.
- D. Speed Tables: Design and materials as indicated on the Drawings.
- E. Traffic Paint: For curb and center/traffic delineations lines. Conforming to PDT Section 962.
- F. Pavement Markings: Methyl methacrylate, or cold plastic for legends, zebra crosswalks and stop bars conforming to PDT Section 960 or 961.

### PART 3 - EXECUTION

#### 3.01 PREPARATION

- A. Pavement Removal:
  1. Mill existing roadway material to the limits indicated on the Drawings and dispose.
  2. If pavement is removed or disturbed for a greater width than indicated on the Drawings, without written authorization of the Engineer, the Owner will require the Contractor to replace such pavement without compensation.
  3. Overlay Paving: As specified in Section 02510.

#### 3.02 INSTALLATION

- A. Replacement of Permanent Pavement: Method of preparing and placing mixture, compaction, and protection of in-place bituminous material for pavement shall comply with the appropriate PDT Sections.

1. The Contractor shall reconstruct/restore all street paving, shoulders, driveways, and parking areas, including subgrade and base courses, with materials as shown on the Drawings. This includes areas disturbed within and outside the limits of work. Such restoration is for that area removed, or broken in the execution of the work, or that subsequently fails as a result thereof.
  - a. Restoration to areas outside the limits of work shall be at Contractor's expense.
- B. At joints between existing pavements and new paving work and along curbs, mill areas as necessary to provide uniform transition. An application of asphalt cement shall be provided at all locations where new pavement joins existing pavement.
- C. 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.
- D. Speed Tables: Construct as indicated on the Drawings.
- E. Cement Concrete Curbs, Driveway Aprons, and Sidewalks: Construct curbs to dimensions, shape, and workmanship indicated on the Drawings.
  1. Aprons to have 3/8" contraction joints scored at 10' intervals.
- F. Cement Concrete Handicapped Ramps: Construct in accordance with details indicated on the Drawings.
  1. Contractor shall be responsible for establishing grades and staking based on existing grades and design slopes. Submit proposed ramp grading to Engineer for review prior to constructing ramp.
- G. Brick Sidewalks: Construct as specified in Section 02780 and as shown on the Drawings.
- H. Roadway Traffic Lines and Markings: Apply in accordance with PDT Sections 960, 961 and 962.
- I. Provide satisfactory barrier cones for at least thirty (30) minutes, or until the paint is dry and track-free from vehicular traffic. Repaint marked or damaged areas, as directed.

### 3.04 CLEAN-UP AND MAINTENANCE

- A. During construction, surfaces of all areas including, but not limited to, 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 charge all costs to the Contractor.
- B. Repair or Correction of Unsatisfactory Conditions: All unsatisfactory conditions resulting from the work shall be corrected to the satisfaction of the Engineer.
- 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 03300**

### **CAST-IN-PLACE CONCRETE**

#### **PART 1 - GENERAL**

##### **1.01 WORK INCLUDED**

- A. Concrete cast-in-place, 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. Design Mixes: Provide normal weight concrete with the following properties, as indicated on drawings and schedules:
  - 1. 3,000 psi 28-day compressive strength: Sidewalks, driveway aprons, ramps, curbs, fill concrete.

#### **PART 3 - EXECUTION**

##### **3.01 PREPARATION**

- A. Prepare formwork in advance and remove debris from within forms
- B. Pre-position reinforcement, if any, in advance of concrete pours.

##### **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**

# BOROUGH OF GREENCASTLE

## **CONCRETE CURB, CONCRETE SIDEWALK, BRICK SIDEWALK, DRIVEWAYS, APPROACHES AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION SPECIFICATIONS FOR THE BOROUGH OF GREENCASTLE**



**Adopted December 4, 2017**

**CONCRETE CURB, CONCRETE SIDEWALK, BRICK SIDEWALK, DRIVEWAYS,  
APPROACHES AND MISCELLANEOUS NEW CONCRETE CONSTRUCTION  
SPECIFICATIONS FOR THE BOROUGH OF GREENCASTLE**

These specifications are to be applied to all curbs and sidewalks within the Borough of Greencastle. Any location that is within the right-of-way of a PennDOT maintained road must follow all PennDOT specification and standard as they supersede these specifications.

**1. Installation of New Sidewalks or Curbs**

- a. All new construction within the Borough of Greencastle shall be required, subject to the exemptions in subsection d. below, to install sidewalks and curbs to Borough specifications at the cost to the developer or property owner in accordance with the sidewalk policy as Council from time to time may establish.
- b. Developed properties that are currently not required to have sidewalks or curbs will be considered exempt until such time as sidewalk and curbs are required in accordance with the sidewalk policy as Council from time to time may establish, except however, when a property has a capital improvement in excess of \$20,000 in value or street improvements, the installation of sidewalks and curbs shall be required, subject to the exemptions of subsection d. below, which cost shall be attributable to the property owner.
- c. In the event of change in ownership of currently developed properties, the new property owner shall have three years from the date of the closing on the property to install sidewalks and/or curbs to Borough specifications and at the property owners cost, subject to the exemptions of subsection d. below.
- d. Any variance or exemption to these standards must be appealed to the Sidewalk and Curb Board of Appeals in accordance with § 11-11.
- e. All work done pursuant to these specifications shall consist of constructing plain cement concrete curb and sidewalk, or brick sidewalks, in accordance with these specifications and Borough of Greencastle Code of Ordinances, in conformity to the details shown on the standard drawings and to the lines and grades established by the Borough. The Borough of Greencastle shall not be responsible for establishing line and grade in new developments.

**2. Standard Drawings**

Standard Drawing No. 2017-01	Standard Concrete Curb
Standard Drawing No. 2017-02	Standard Concrete Sidewalk
Standard Drawing No. 2017-03	Brick Sidewalk
Standard Drawing No. 2017-04	Standard Driveway Apron

All handicap ramps are to follow PennDOT specifications for roadway construction. (Most current edition)

### 3. SPECIAL REQUIREMENTS

Curb and Sidewalk shall meet the following requirements:

- a. Borough of Greencastle Code of Ordinances.
- b. A permit for construction shall be obtained from the Borough Code Administration Department. The cost of said permit is established by Borough Council. If work is planned within State right-of-way, a Highway Occupancy Permit must also be obtained from PennDOT before work may proceed.
- c. Line and grade for the curb and sidewalk with exception of new developments will be furnished by the Borough Engineer. A minimum notice of **two (2) weeks** shall be given to the Borough Engineer prior to start of construction for the necessary survey and design work to be accomplished. Additional time may be required depending upon the Borough's road construction schedule.
- d. All curb and sidewalk forms shall be inspected by the Borough prior to pouring of concrete. A minimum notice of **twenty-four (24) hours** shall be given prior to start of concrete placement. The contractor shall be responsible to raise to grade any water box located in the sidewalk area. All water boxes shall be straightened and free of any dirt, gravel, cement or other debris. Adjustments of gas boxes shall be coordinated with Columbia Gas.
- e. Tree or root obstruction. Where trees or tree roots obstruct the conventional method of sidewalk or curb installation, brick pavers may be used with a compacted sand base only when authorized by the Borough. In order to maintain a gradual grade when installing brick sidewalks where a root obstruction may require an elevation difference, the appropriate ratio required shall be 12 inches to one inch. See Standard Drawing 2017-5, Typical Design Involving Root Obstructions.
- f. The Borough shall be contacted upon completion of the work for **final inspection** and scheduling the Borough maintenance department for replacement the roadway pavement. The permittee shall be responsible for placement of compacted stone base flush with the existing pavement elevation upon completion. The permittee shall be charged by the Borough the current price per square foot at the time of restoration work for replacement of roadway pavement or repair of any additional pavement damage caused by the curb/sidewalk construction.
- g. Safety Precautions: During the excavation, construction, repair or relay, curing and backfilling of any curb and/or sidewalk, the contractor shall place and maintain adequate hazard warnings to vehicular and pedestrian traffic by means of barricades,



flares, lights, or similar means in accordance with the requirements of the Pennsylvania Department of Transportation, as set forth in Publication 213.

#### 4. **MATERIALS**

Materials for cement concrete curb and sidewalk shall conform to the following minimum requirements.

- a. Cement concrete shall consist of Portland cement, fine aggregate, coarse aggregate, water and admixtures conforming to the materials, design and control requirements specified for Class A Cement Concrete, 3000 psi, twenty-eight (28) days compressive strength, in the Pennsylvania Department of Transportation's Form 408 Specifications, Section 704.
- b. Expansion joint filler shall be pre-molded filler of approved composition of cork and rubber conforming to AASHTO designation M153, or fiber conforming to ASTM designation D1751 and AASHTO M213, or as approved by the Borough Engineer.
- c. Mortar shall conform to ASTM C270-68 for Type M Mortars.
- d. Material other than concrete for curb and sidewalk may be used with Borough approval.
- e. Continuous, slip form, or monolithic curb machines may be used for the construction of concrete curbs when authorized by the Borough Engineer. Installation of this type of curb must be constructed in a uniform height and width, line and grade as described in this Resolution.
- f. Utilities, removing existing curb and sidewalk to maintain their lines and facilities, shall be required to replace any curb and sidewalk disturbed, removed, or destroyed, affected sidewalk panel(s) shall be replace to nearest joint.

#### 5. **CONSTRUCTION REQUIREMENTS**

Cement curb and sidewalk shall be constructed as follows:

- a. **Excavation:** Excavation shall be made to the required depth and the material upon which the concrete is to be placed shall be suitable and compacted to a firm even surface. The curb shall rest on unyielding subgrade; all soft subgrade shall be removed and replaced with compacted crushed stone necessary to provide a uniform bearing throughout its length. Re-bars may be required in areas where the ground stability is questionable. The subgrade for all sidewalk shall consist of four (4) inches of compacted crushed stone. All rock shall be removed to a depth of four (4) inches under the bottom of the sidewalk and replaced with stone as previously described.
- b. **Forms:** Forms shall be straight, free from warp, and of sufficient strength when staked to resist the pressure of the concrete without springing. Wood forms shall be nominal

two (2) inch surfaced planks. At least three (3) stakes shall be provided for each ten-(10) feet of form.

Curb forms shall be of a depth equal to the depth of the curb, designed to permit fastening of the face and back forms at the tops. These fastenings shall be constructed in a manner that will not obstruct satisfactory finishing and edging of the top of the curb but will permit removal of the inside or face forms. The outside or back forms shall be straight from top to bottom. The inside or the face forms shall have a batter from the top of the curb to the surface line of the pavement, as indicated on the standard drawings, and shall be vertical from this line to the bottom. When set, the top of the form shall not depart from grade more than  $\frac{1}{2}$ " when checked with a 10' straight edge. The horizontal alignment shall not vary more than  $\frac{1}{2}$ " in ten feet. Curb shall be formed separate from sidewalk. Monolithic curb and sidewalk construction will only be allowed with prior Borough approval.

All forms and templates shall be thoroughly cleaned and treated with an approved material as required to prevent the concrete from adhering thereto. Foil, bituminous paper, or other material, which will adhere to or discolor the concrete shall not be used. Forms and templates, which are worn, bent, warped, or broken, shall not be used.

Drainage openings, if placed in the sidewalk, should be installed such that the crown is a minimum of 1" below curb top and a crack control joint is placed above pipe. Any variations must be approved by the Borough Engineer.

- c. Joints: Curb shall be constructed in uniform lengths or sections of thirty (30) feet maximum, except where shorter sections are necessary for closures or curves, but no section shall be less than five (5) feet. Expansion joints shall be placed at intervals of not more than thirty (30) feet and shall extend to the entire depth of the curb. Expansion joint filler  $\frac{1}{4}$  inch in thickness and shaped to the cross section of the curb shall be placed at the ends of the sections of curved curb and at expansion joints.

Cement sidewalks shall be constructed in separate slabs thirty (30) feet in length except for closures. These slabs shall be separated by transverse expansion joint filler,  $\frac{3}{4}$  of an inch in thickness, for the full depth of the concrete. Expansion joint filler shall not extend above the slab surface. The slabs shall be divided by contraction joints spaced in uniform lengths or sections of five (5) feet transversely. Where slabs are more than five (5) feet in width, there shall be a longitudinal contraction joint in the center. Contraction joints may be either hand-formed or sawed joints,  $\frac{3}{16}$  inches wide and one (1) inch deep. Sawing of joints shall be done as soon as practicable after the concrete has set sufficiently to preclude raveling during the sawing and before any shrinkage cracking occurs in the concrete. The saw cut may be decreased at the edge adjacent to a curb or structure to obtain a maximum depth that will avoid damage to them. Where sidewalk is poured monolithically with the curb, a longitudinal contraction joint shall be made at the back edge of the curb. All construction joints shall have tooled edges.

Where existing light standards, poles, fire hydrants, or other similar structures are within the limits of the curb and sidewalk area, the concrete around such structures shall be formed in a block eight (8) inches wider than the maximum dimension of the structure at the surface elevation and separated using  $\frac{3}{4}$  inch expansion joint filler. Prior to placing the concrete around such structures, structures shall be protected from concrete adhering to structure.

- d. Placing and Finishing Concrete: Concrete for curb shall be placed in the forms in horizontal layers not to exceed six (6) inches, and spaded sufficiently to eliminate all voids.

The curb shall be depressed as indicated or directed. The top surface of the curb shall be finished true to line and grade in a smooth, neat and even manner by means of a float tool, and the edges of the face and back shall be rounded to a radius of not more than  $\frac{3}{4}$  inch and  $\frac{1}{4}$  inch, respectively, while the concrete is still plastic.

Concrete for sidewalk shall be four (4) inches in depth unless otherwise specified. The concrete shall be placed immediately after mixing, shall be tamped and struck off with a template or screed, sufficiently rigid to retain its shape. These operations shall be repeated until the surface is of uniform texture, true to grade and cross section, and free from porous areas.

After the concrete has been struck off and consolidated, it shall be further smoothed, trued and consolidated by means of a float tool. Care shall be taken not to bring to the surface an excess of water and fine sand by over-finishing. An edger having a  $\frac{1}{4}$  -inch radius shall be used for edging all joints.

The rate of concrete placement shall not exceed the rate at which the various placing and finishing operations can be performed in accordance with these specifications.

- e. Curing of Concrete: Immediately after finishing operations have been completed and marring of the concrete will not occur, the entire surface of the newly placed concrete shall be covered and cured by use of cotton or jute mats, burlap, or other approved material. Sufficient covering material and water to keep the covering saturated for the full curing period shall be provided. Curing materials shall remain in place and be maintained for a period of 72 hours unless materials or conditions warrant shorter or longer curing periods.
- f. Removal of Forms: Forms shall not be removed within 12 hours after the concrete has been placed. After removal of the forms, minor honeycombed areas shall be filled with mortar composed of one part of cement and two parts of fine aggregate. Major honeycombed areas will be considered as defective work and shall be removed and replaced. Any irregular surface shall be corrected by rubbing with a carborundum stone.

When forms are removed before the expiration of the curing period, the edges of the concrete should be sprayed with curing compound.

- g. Backfilling: After removal of the forms, spaces adjacent to the concrete shall be backfilled with approved material in layers of not more than four (4) inches in depth, which shall be thoroughly compacted to the required elevation and cross section. On the street side or face side of the curb, the asphalt paving shall be trimmed to provide a neat, straight edge a minimum of twelve (12) inches from the curb face and then backfilled flush with pavement surface with compacted crushed stone. The Borough shall be notified so that a final inspection of the work can be made and the Borough will place the finish asphalt paving along the curb (in streets owned and maintained by the Borough).

The portion of the sidewalk opposite the curb will be backfilled such that the fill will be level with the top of the sidewalk and sloped to meet adjacent yard as approved by the Borough Engineer.

- h. Street Restoration During Winter Months: The Borough of Greencastle will not do permanent restoration of bituminous material between the curb face and the existing streets from November 1 through April 1. The permittee will be responsible for temporary restoration during that period. Cold patch or its equal must be used to provide an impervious temporary patch.
- i. Freezing Conditions: Newly poured concrete shall be prevented from freezing during the 72-hour curing period. Concrete shall not be placed when temperatures are below 40 degrees or may fall below 40 degrees during the concrete finishing process.
- j. Driveways: Driveway ramps crossing sidewalks shall be constructed in similar manner for curb and sidewalk except that the sidewalk shall be six (6) inches in thickness and the curb cut for the driveway shall be five (5) inches from the top of curb for a normal six (6) inch curb reveal, or to a depth that will result in the depressed curb being one (1) inch above the roadway surface. Curb and sidewalk shall always be continuous across driveways, and in no case shall there be a step down from sidewalk to driveway, but the driveway ramp shall be smoothly transitioned to the sidewalk elevation. All ramps shall meet the minimum requirements of the Americans with Disabilities Act (ADA). Any alterations to the above shall be approved by the Borough.

When driveways are built where there is no sidewalk, they shall be so constructed as to provide the proper line and grade for a future sidewalk.

Driveways shall have a minimum width of ten (10) feet and a maximum width of twenty-four (24) feet in residential districts excluding any parking bay or turn-around, or otherwise provided in the prevailing zoning district.

Each driveway shall be constructed with adequate provisions for drainage.

No commercial or industrial driveway shall be constructed within three (3) feet of any building, other than one relating to vehicular storage, unless a raised protective curb is provided.

Driveways serving nonresidential use properties shall follow PA Code Title 67, Transportation Chapter 441 (or other applicable PennDOT regulations) for standards for width and radius.

All nonresidential driveways shall be paved in accordance with Borough of Greencastle specifications for road construction within the Borough right-of-way and in accordance with PennDOT Specifications Publication 408 for road construction within the State right-of-way

- k. Trees and Stumps: Existing trees, which are dead or decayed to the extent that they are deemed a safety hazard by the Borough, shall be removed prior to construction. Tree stumps shall also be removed prior to construction. Curb and sidewalk shall be constructed around all other trees to remain in place as directed and approved by the Borough. All vacant tree wells must be addressed as directed by the Shade tree Commission.
- l. Specifications for the Installation, Repair, Removal, and Replacement of Parking Meters, Sign Posts and Curb Boxes:
  - 1) Any contractor and/or owner of a property shall notify the Borough twenty-four (24) hours before wanting the removal of parking meter posts, signs, or curb boxes. The Borough will removal, reset, repair, relocation or installation of new parking meter posts, signs or curb boxes. The borough will not do any work on Columbia Gas lines, meters, or detector wires.
  - 2) Installation of breakaway sign supports are required in areas of newly poured cement walks where signs either existed in the past, or are deemed needed at the time of sidewalk installation. The Borough shall provide the PVC sleeves for installation of signs when the concrete is poured. The Borough shall provide direction for the location of the sign sleeves.
  - 3) Curb boxes must provide access to shut-off valves at all times. Lids must be properly attached, removable, and installed flush with the top of the surrounding walkway.

## **6. NEW DEVELOPMENTS**

In all new residential developments, sidewalks must be constructed within the Borough right-of-way and be placed a minimum of two feet from the curb, thereby reserving a non-walkable area between the curb and sidewalk. The non-walkable area shall be maintained by the property owner. Each sidewalk shall be constructed to align with the sidewalks on either side of the property where abutting properties have existing sidewalk.

Sidewalk and driveway approaches, either new or replacement, valley gutters and curb turn fillets shall be constructed at the locations shown on the plans and where directed by the Engineer, and shall be in accordance with these specifications and plans.

## **7. SPECIFICATIONS FOR BRICK SIDEWALKS**

a. **MATERIALS:** Materials for brick sidewalk shall conform to the following minimum requirements:

- 1) Brick pavers shall be solid (uncorded) 4" x 8" x 2 1/4" units extruded from fire clay or shale and shall meet the requirements of ASTM Specification C-216-75a, Grade SW, Type FBS.
- 2) Brick pavers shall have a twenty-four (24) hour cold-water absorption rate of 4% or less; and a five (5) hour boiling test absorption.
- 3) Brick pavers shall have a high compressive strength and shall be capable of withstanding freeze-thaw conditions. Materials to be used for brick pavers shall be approved by the borough Engineer.
- 4) Cement concrete base, mortar, and expansion joint filler shall conform to the section pertaining to materials for cement concrete and curb, Section 4.
- 5) The Applicant or Contractor shall submit the specifications and sample to the Borough for approval and selection prior to placing an order.
- 6) Sand shall be a fine aggregate composed of hard, tough, durable, uncoated particles, thoroughly cleaned by washing, free from harmful amounts of clay, silt, vegetation, or other substances determined to be deleterious.

b. **CONSTRUCTION REQUIREMENTS:** Brick sidewalks shall be constructed as follows:

- 1) Excavation: Excavation shall conform to Section 200 of PennDOT Publication 408.
- 2) Brick placement: Brick pavers shall rest on top of a three quarter-inch (3/4") mortar bed placed on four-inch (4") cement concrete base. Brick pattern shall be running bond set perpendicular to the curb face.

The finished paving shall be tightly jointed, level, true to groove and firmly supported to insure no high/low areas after wear.

- 3) Joints: Expansion joint filler, one-quarter (1/4") inch in thickness, shall be placed longitudinally against all curb, sidewalk, walls, and permanent buildings abutting the concrete cement base.

4) Root Obstruction: Where root obstruction makes it impractical to conform to particular sections of the brick sidewalk specifications, the following applies:

a) Brick pavers shall be positioned on a minimum of a four-inch (4") compacted sand bed to alleviate the irregularities and voids as shown in Standard Drawing No. 2017-05.

b) Slope of the brick sidewalk shall have a maximum ratio of 12: 1.

c) Brick pavers shall be laid on the sand bed with tight butt joints in a running band configuration, and shall be driven securely into place.

5) Area shall be thoroughly cleaned of sand, brick pieces, and all foreign material.

6) Existing brick sidewalks may be relayed for the purpose of routine maintenance in a sand bed in accordance with specifications.

c. **ADDITIONAL REQUIREMENTS**: Any other areas not mentioned shall be addressed by the curb and sidewalk specifications where applicable.

## **8. MAINTENANCE OF EXISTING CURB/SIDEWALK, BRICK OR CONCRETE**

The object of this section of the specification is to set minimum maintenance standards established by Borough Council through their Sidewalk/Curb Maintenance Program.

a. All materials and construction methods shall conform to these specifications (New Installation/Replacement) where applicable.

b. Those areas that have been inspected and noted as requiring remedial maintenance measures shall be repaired in a manner consistent with sound construction practices. The Borough or its representative shall have authority to determine the appropriateness of the various maintenance methods.

c. A permit must be obtained from the Borough for all replacement or installation of curb or sidewalk. If work is planned within State right-of-way, a Highway Occupancy Permit must also be obtained from PennDOT before work may proceed.

d. Construction materials must be consistent with the project being undertaken. Where patching is allowed an approved polymer-modified or epoxy type quickset mortar and grout must be used.

e. All mortar and grout must be:

1) High strength

2) Fast-set

3) Non-shrink

- f. All patching materials must contain bonding additives to achieve adhesion to concrete surfaces.
- g. Maximum allowable deviation for both curb and sidewalk.
  - a.
- h. When asphalt driveways exist the following rules and regulations shall apply:
  - a. Existing curbs across driveway openings, which are found to be substandard, are to be replaced or repaired in accordance with current specifications.
  - b. An asphalt driveway now serving as a sidewalk which does not meet existing maintenance standards or which does not provide for a barrier-free transition between the driveway and sidewalk shall be replaced in accordance with Section 5(j) at the proper grade established by the Borough.
- i. If the roadway is excavated or in any other way damaged during the period of curb/sidewalk repairs, the permittee shall be charged in accordance with the current fee schedule for pavement restoration work.
  - a. When existing pavement is to be removed the contractor/owner shall saw cut the existing pavement to create a smooth edge and preserve as much of the existing pavement as possible.
  - b. The contractor/owner is responsible for installing compacted 2A Modified stone in the street to grade within the excavation area.
- j. Sidewalks that are replaced will match the width of existing sidewalk or be four foot wide, whichever is greater.
- k. Existing curb and sidewalk shall have a straight or sawn edge before placement of new concrete.
- l. The requirements described herein may not fit all situations and cannot replace the need for the use of sound judgment in the maintenance of curb/sidewalk. Therefore, it may be necessary for the Borough Engineer to judge each case on its merits alone.

## 9. CURB RAMPS

### a. Requirements

It is the requirement of the State of Pennsylvania that adequate and reasonable access for the safe and convenient movement of the physically handicapped persons, including those in wheelchairs, be made across curbs constructed or replaced at all intersections of existing or future ordained Borough and/or State streets and alleys.

All curb and sidewalk areas in the Borough being constructed or reconstructed shall meet the requirements of the Americans with Disabilities Act (ADA and the design specification of PennDOT RC-67M.

### b. Recommended Design and Construction Practices

- 1) Drainage structure shall not be placed in line with curb ramps.



- 2) Any median strip or traffic island must be accessible.
- 3) It may become necessary to adjust the width of the sidewalk wider than four (4') feet at intersections to accommodate the design of curb ramps.

The requirements described herein may not fit all situations and cannot replace the need for the use of sound judgment in the design of curb ramps. The designer should, therefore, keep in mind that several variables involved at an intersection may present a special problem. Any deviation from the above must be approved by the Borough Engineer.

## **10. TRAFFIC CONTROL**

For the purpose of ensuring safe and efficient traffic movement through work zones, and also to provide safety for the work force, the Borough has adopted by reference the Pennsylvania Department of Transportation's Publication 213 (67PA Code, Chapter 212), Work Zone Traffic Control Guidelines.

Traffic control shall be strictly the responsibility of the contractor pursuant of these regulations.

## **11. CURB AND SIDEWALK REPAIR AND MAINTENANCE PROGRAM**

- a) A five-year inspection cycle as follows:
  - i) Year 1 - Properties on streets within one block of the square
  - ii) Year 2 - \* Properties south of E. Baltimore Street and east of S. Carlisle Street
  - iii) Year 3 - \* Properties south of W. Baltimore Street and west of S. Carlisle Street
  - iv) Year 4 - \* Properties north of W. Baltimore Street and west of N. Carlisle Street
  - v) Year 5 - \* Properties north of E. Baltimore Street and east of N. Carlisle Street
  - vi) Less properties on streets within one block of the square
- b) Once the 5-year cycle is complete, the inspection cycle starts over again at Year 1.
- c) Inspections will be done in the year listed above. Replacement or repair must be completed by August 31<sup>st</sup> of the following year.
- d) During inspections, areas with no sidewalks will comply with the Borough's sidewalk masterplan timeline for installation of sidewalk and curb and not the replacement/repair date.
- e) The Borough may require installation/repair of curbs at any time when necessary for street resurfacing.
- f) **GUIDELINES USED TO DETERMINE CURB AND SIDEWALK VIOLATIONS REQUIRING REPAIR OR REPLACEMENT**

The following are maximum allowable standards for both curb and sidewalk that are used to evaluate the conditions of curb and sidewalk during the inspection process. Any deficiency exceeding these standards will result in the requirement of making repairs. All repairs must be made to the Borough Standards and Specifications.

(1) CURBS

- (a) Any crack or shift of 1" or greater from either vertical or horizontal will require replacement.
- (b) Cracks or separations of less than 1", but where there is no shifting of the curb, can be patched with epoxy type quick set mortar.
- (c) Spalling: Spalling areas less than 3" x 24" may be patched with epoxy-type quickset mortar. Any area greater than these measurements will require replacement. Minimum length of curb to be replaced is two (2) feet.
- (d) Leaning: Replacement of curb is required if the angle of curb at the street is less than 80° from horizontal, or the top edge overhangs the bottom by 1" or more per 6" of curb height.
- (e) All curbs shall be constructed of plain cement concrete. All other materials shall be considered substandard.
- (f) Curb Reveal: A 3" minimum reveal if the minimum required, however, each case of less than 3" would be reviewed independently to determine possible corrective measures.
- (g) The profile of the curb shall be uniform and consistent with good engineering practices. If the curb has sunk, remedial measures may be required.

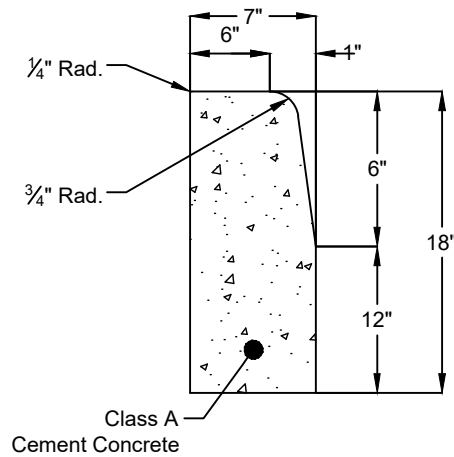
(2) SIDEWALK

- (a) Joints: Any heave, depression, or other distortion of continuity of the sidewalk 1" or greater will require replacement to eliminate hazard. Patching is not permitted to correct this deficiency.
- (b) Cracks: Cracks are permitted to be patched using an epoxy-type quickset mortar so long as the cracked sidewalk area raises or settles no more than 1". If more than 75% of the area of the slab is cracked or if cracks have caused settlements or rises in the concrete slab exceeding 1", the entire slab shall be replaced.
- (c) Spalling: Concrete spalling of a depth of ½" to 1" may be repaired using an epoxy-type quickset mortar. If the spalled area greater than 1" depth exceeds 75% of the slab, the entire slab shall be replaced otherwise patching will be permitted. Spalling concrete of a depth ½" or less will require no repair so long as none of the other specifications herein are exceeded.
- (d) Any obstruction, such as a curb box, expansion joint material, etc. that is 1" or greater in elevation difference to the sidewalk shall be corrected.
- (e) Uneven or sunken slabs: any sidewalk slab shall be corrected.

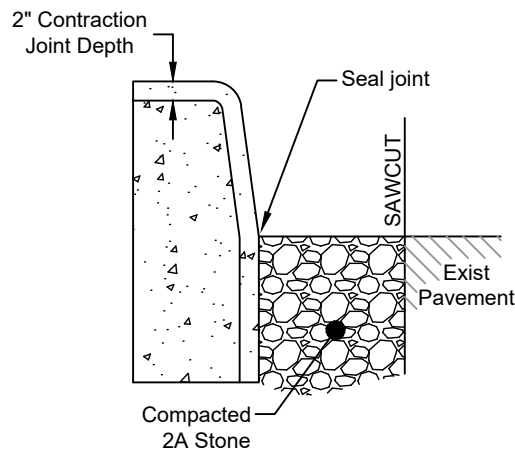
- (f) Sidewalks other than cement concrete: All non-concrete sidewalks shall be separately inspected & individual determination shall be made on a case-by- case basis as determined by the Borough Engineer.
- (g) Sidewalks that are 1" or greater in elevation difference to adjacent curb shall be adjusted to match curb grade. Sidewalks requiring other maintenance, under this section, shall be replaced.

## **12. Appeals Board**

Any variance or exemption to these standards must be appealed to the Sidewalk and Curb Board of Appeals in accordance with § 11-11.



**TYPICAL CROSS SECTION**



**ROADWAY REPAIR & CONTRACTION JOINT SECTION**

RESTORATION: (If roadway is cut to set forms)

1. MUST SAW CUT
2. COMPACT SUBBASE
3. PLACE & COMPACT 2A STONE FROM BOTTOM OF CURB TO TOP OF ROADWAY SURFACE.
4. CONTRACTOR TO CONTACT BOROUGH WHEN READY FOR PAVEMENT REPAIR

ASSURE THAT YOUR CONTRACTOR READS  
AND UNDERSTANDS THESE REQUIREMENTS  
**BEFORE STARTING WORK!**



**Borough of Greencastle**

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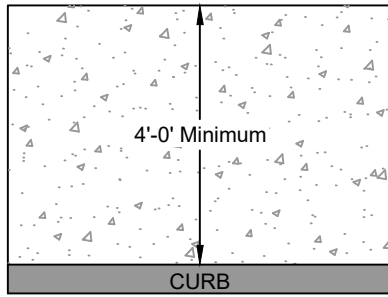
**CURB & SIDEWALK SPECIFICATIONS**

STANDARD DRAWING NO. 2017-01

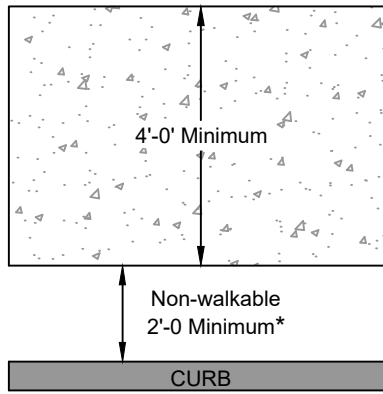
STANDARD CONCRETE CURB



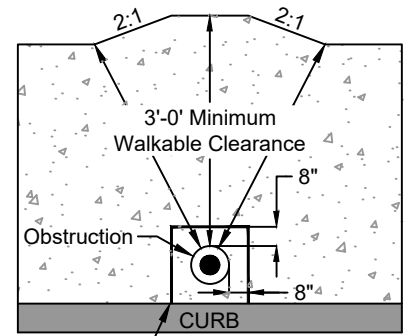
## RIGHT-OF-WAY



ROADWAY

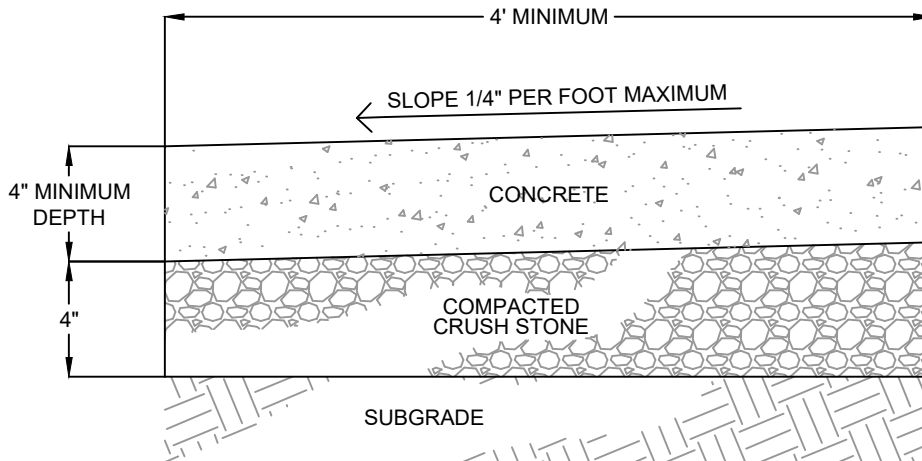


ROADWAY



ROADWAY

## TOP VIEW



## SECTION

### NOTES:

1. CURBS SHALL BE FORMED SEPARATE FROM SIDEWALK. MONOLITHIC CURB AND SIDEWALK CONSTRUCTION WILL ONLY BE ALLOWED WITH PRIOR BOROUGH APPROVAL.
2. SIDEWALK TO HAVE 3/8" CONTRACTION JOINTS SCORED AT 5'-0" INTERVALS.
3. CONSTRUCT 3/4" EXPANSION JOINTS SPACED EVERY 30' AND BETWEEN SIDEWALK WHERE ADJACENT.
4. SIDEWALK TO BE BRUSH FINISHED
5. MINIMUM OF 36" CLEARANCE AROUND ANY OBSTRUCTIONS (UTILITY POLES, MAILBOXES, FIRE HYDRANT, ETC.)

\*REQUIRED FOR NEW RESIDENTIAL DEVELOPMENT AND INSTALLATION/RECONSTRUCTION WITHIN ZONING R1 (RESIDENTIAL) OR AS DIRECTED BY BOROUGH OF GREENCASTLE.



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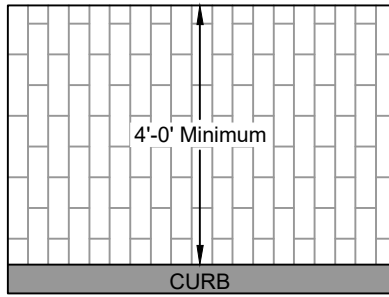
### CURB & SIDEWALK SPECIFICATIONS

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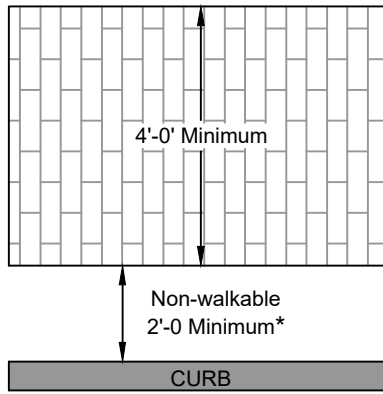
STANDARD CONCRETE SIDEWALK



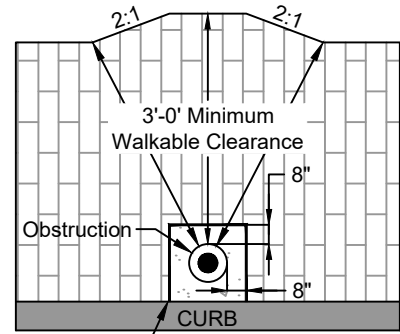
## RIGHT-OF-WAY



ROADWAY



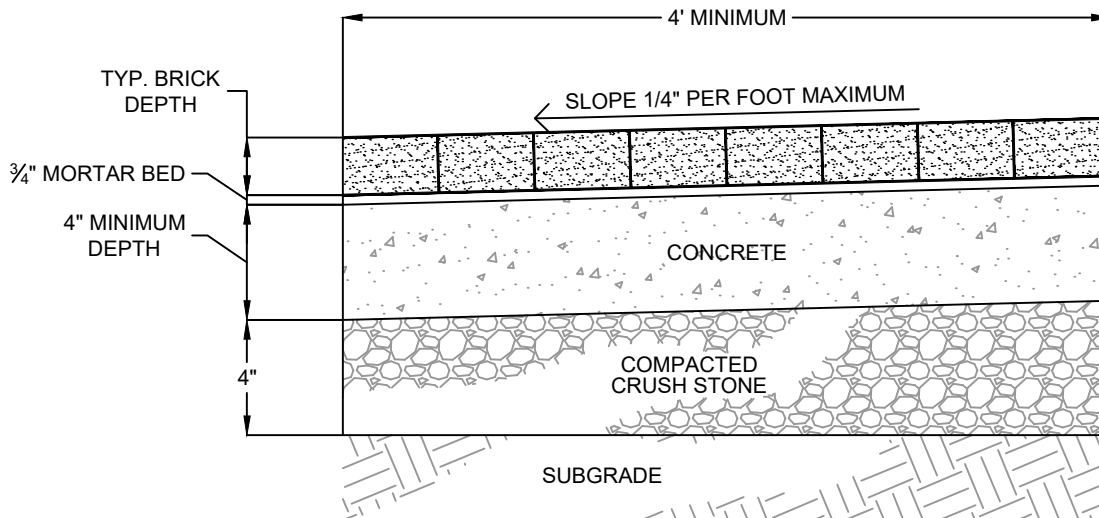
ROADWAY



Premolded Expansion  
Joint Filler  $\frac{3}{4}$ " Thickness

ROADWAY

## TOP VIEW



## SECTION

### NOTES:

1. CONCRETE SIDEWALK TO HAVE  $\frac{3}{8}$ " CONTRACTION JOINTS SCORED AT 5'-0" INTERVALS.
2. CONSTRUCT  $\frac{3}{4}$ " EXPANSION JOINTS SPACED EVERY 30' AND BETWEEN SIDEWALK WHERE ADJACENT.
3. INSTALL  $\frac{3}{4}$ " EXPANSION JOINTS BETWEEN BRICK SIDEWALK AND CONCRETE SIDEWALK.
4. MINIMUM OF 36" CLEARANCE AROUND ANY OBSTRUCTIONS (UTILITY POLES, MAILBOXES, FIRE HYDRANT, ETC.)

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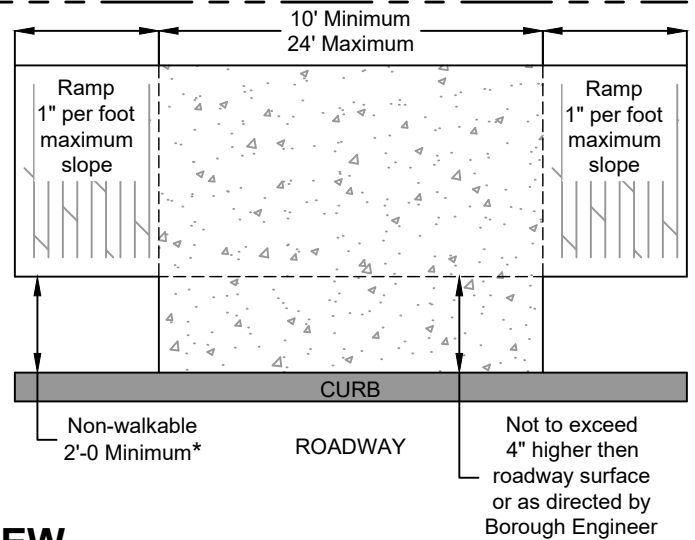
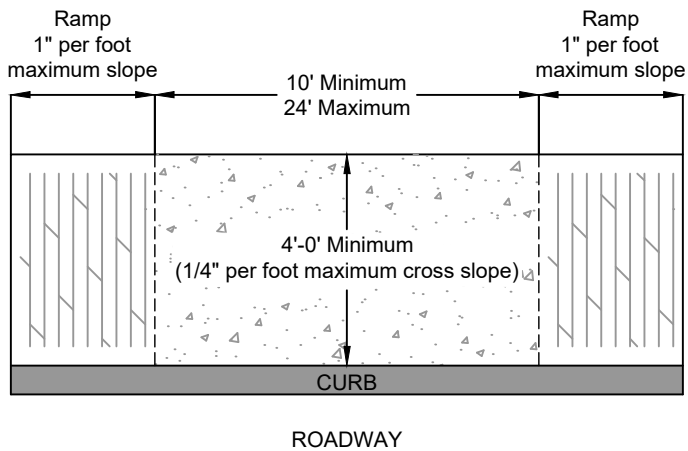
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## CURB & SIDEWALK SPECIFICATIONS

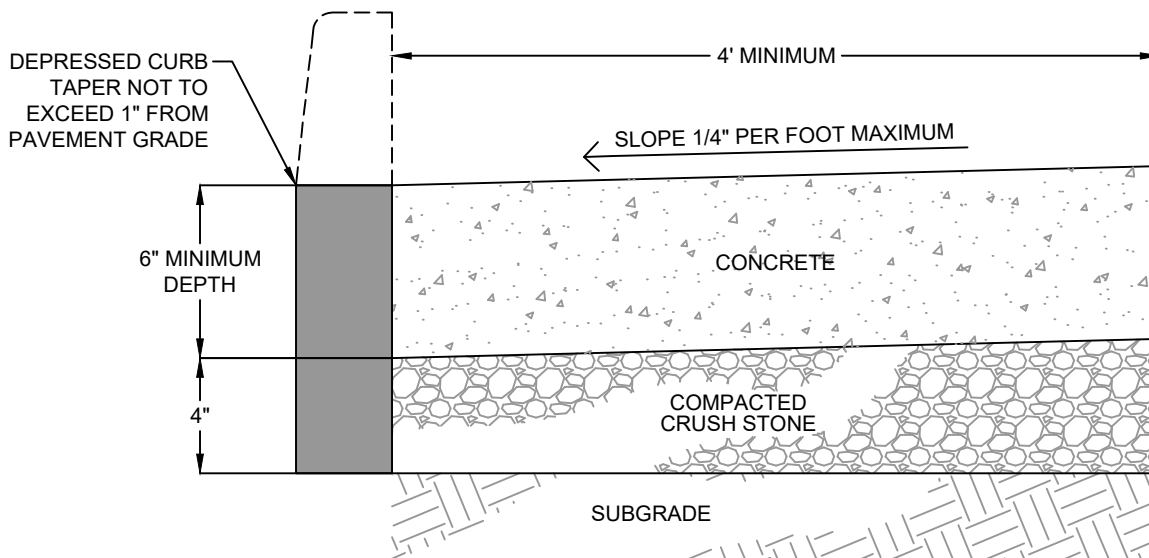
STANDARD DRAWING NO. 2017-03  
BRICK SIDEWALK



## RIGHT-OF-WAY



## TOP VIEW



## SECTION

### NOTES:

1. CURBS SHALL BE FORMED SEPARATE FROM SIDEWALK. MONOLITHIC CURB AND SIDEWALK CONSTRUCTION WILL ONLY BE ALLOWED WITH PRIOR BOROUGH APPROVAL.
2. SIDEWALK TO HAVE 3/8" CONTRACTION JOINTS SCORED AT 5'-0" INTERVALS.
3. CONSTRUCT 3/4" EXPANSION JOINTS SPACED EVERY 30' AND BETWEEN SIDEWALK WHERE ADJACENT.
4. SIDEWALK TO BE BRUSH FINISHED
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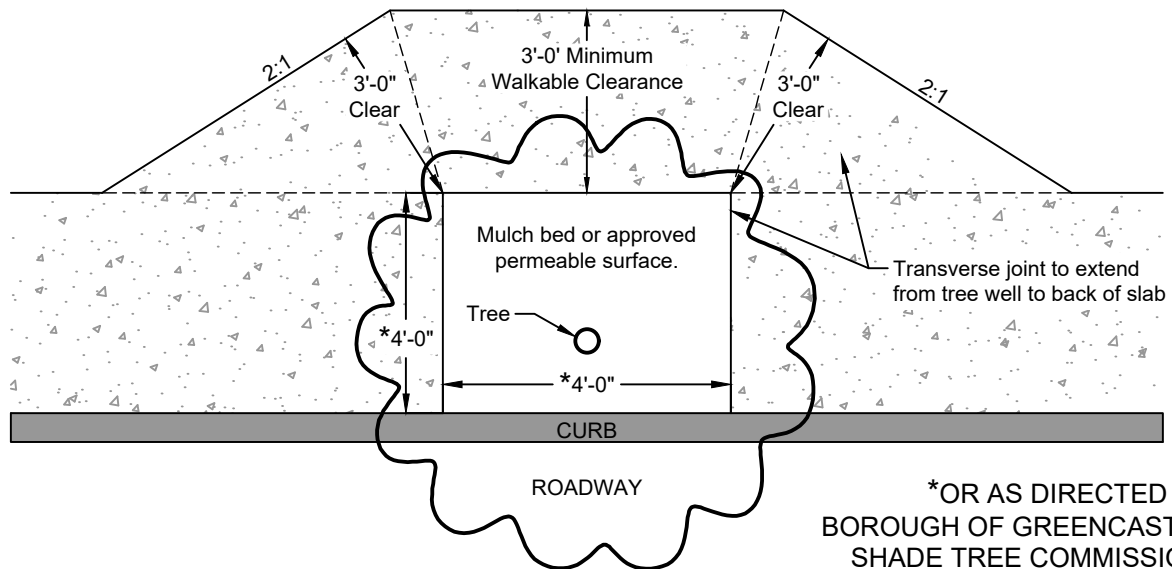
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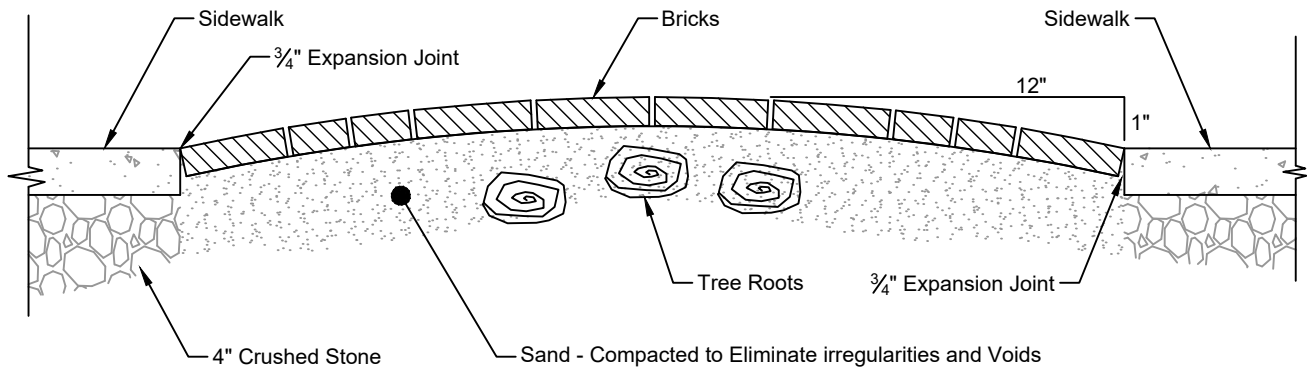
STANDARD DRAWING NO. 2017-04

STANDARD DRIVEWAY APRON





## TREE WELL PLACEMENT TOP VIEW



## ROOT OBSTRUCTION SECTION



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### **CURB & SIDEWALK SPECIFICATIONS**

STANDARD DRAWING NO. 2017-05

TREE WELL

