

**GREENCASTLE BOROUGH
FRANKLIN COUNTY

PROJECT MANUAL

FOR

ANTRIM WAY (S.R.0011) & WALTER
AVENUE ADA RAMP IMPROVEMENTS**

Engineer's Project No. 11172.07

April 2025

ARRO Consulting, Inc.
108 West Airport Road
Lititz, PA 17543

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BIDDING REQUIREMENTS

DOCUMENT 00005

PREBID NOTICE

This project is funded in whole or in part with a U. S. Department of Housing and Urban Development Community Development Block Grant. In bidding and performing work on this project, construction contractors are required to observe the "General Federal Terms and Conditions" included in these project specifications. Incorporated, therein, is the "Federal Labor Standards Provisions" form HUD-4010.

Equal Employment Opportunity is an important part of bidding and performing work on this project, as detailed in the "General Federal Terms and Conditions." Contractors are required to take specific affirmative actions to ensure equal employment opportunity including subcontracting with Section 3 and minority/female owned firms, and are required to "document and maintain a record of all solicitations or offers for subcontracts from Section 3 businesses, Section 3 Labor, and minority/female construction contractors and suppliers, including circulation of solicitations to Section 3 and minority/female contractors' associations...".

The construction contractor who is the apparent low bidder on this project will be required to provide records documenting all solicitations or offers for subcontracts from minority and female contractors and suppliers prior to contract award. Failure to provide the documentation may result in the bid being declared unresponsive with a loss of contract award.

Updated 12/14/2023

INVITATION TO BID

Project: **ANTRIM WAY (S.R.0011) & WALTER AVENUE ADA RAMP IMPROVEMENTS:** The project generally consists of approximately 400 S.F. of concrete sidewalk, 115 L.F. curb replacement, five ADA curb ramps, 40 S.Y. of full-depth pavement restoration, line painting, signage installation, removal of three crossing signals and push button, replacement of four crossing signal heads, three push buttons with pedestals, and restoration of areas disturbed by construction.

The Work will be performed under one Contract as follows:
GENERAL CONSTRUCTION

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

Engineer: **ARRO CONSULTING, INC.**
108 West Airport Road
Lititz, PA 17543

Sealed Bids will be accepted at the office of the Owner, until 10:00 AM prevailing time, on July 3, 2025, at which time they will be publicly opened and read aloud.

Council will meet at 7:00 PM prevailing time, on July 7, 2025, to accept bids, award, or reject bids.

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

A pre-bid meeting and site visit will be held at 10:00 AM prevailing time, on June 19, 2025, at the office of the Owner.

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

Questions will be accepted until 4:30 PM prevailing time, on June 26, 2025; All questions must be submitted by email to elittle@greencastlepa.gov.

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

As a precondition of being awarded a Contract, Successful Bidder, and its subcontractor(s) are required to provide confirmation of compliance with Act 141 of 2022, the "Public Works Employment Verification Act".

Qualified Minority and Women Businesses Enterprise (MBE/WBE) are encouraged to respond to this Invitation to Bid.

The Contract will be subject to the Wage Determination, Standards and Regulations established by the U.S. Secretary of Labor under the Davis-Bacon Act.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that training, employment, and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

Prior to awarding the contract, bids may be held by the Borough of Greencastle for a period not to exceed sixty (60) days from the date of bid opening for the purpose of reviewing the Bids and investigating the qualifications of bidders.

The Borough of Greencastle reserves the right to reject any or all Bids or to waive any informalities or irregularities in the bidding when, in the opinion of the Borough, such rejections or waivers shall be to its interest or advantage.

BOROUGH OF GREENCASTLE
EMILEE LITTLE, BOROUGH MANAGER

DOCUMENT 00100

INSTRUCTIONS TO BIDDERS

Article 1 - Defined Terms

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

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

Article 2 - Copies of Bidding Documents

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

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

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

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

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

Article 3 - Qualifications of Bidders

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

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

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

3.04 **It is a requirement of this Contract that successful Bidder provides confirmation of compliance with Act 141 of 2022, by submitting a “Public Works Employment Verification Form” (Document 00511) as a pre-condition to being awarded a contract for this Project.**

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

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

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

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

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

Article 4 - Examination of Contract Documents and Site

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

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

4.02 Refer to the Supplementary Conditions for identification of:

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

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

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

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

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

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

Article 5 - Availability of Lands for Work

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

Article 6 - Interpretations and Addenda

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

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

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

Article 7 - Bid Security

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

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

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

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

Article 8 - Contract Time

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

Article 9 - Liquidated and Other Damages

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

Article 10 - Substitutions and “Or Equal” Items

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

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

Article 11 - Subcontractors

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

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

11.03 Each subcontractor is required to provide confirmation of compliance with Act 141 of 2022, by submitting to the Successful Bidder, a “Public Works Employment Verification Form” (Document 00511) as a pre-condition to being awarded a subcontract for this Project.

Article 12 - Bid Form

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 13 –Submission of Bids

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

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

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

Article 14 - Modification and Withdrawal of Bids

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

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

Article 15 - Opening of Bids

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

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

Article 16 - Bids to Remain Subject to Acceptance

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

Article 17 - Award of Contract

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

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

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

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

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

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

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

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

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

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

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

17.11 Successful Bidder and its subcontractors shall submit Employment Verification Forms, in accordance with the PA "Public Works Employment Verification Act" (Act 141 of 2022), prior to and as a condition of award of a contract.

Article 18 - Contract Bonds and Insurance

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

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

Article 19 - Signing of Agreement

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

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

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

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

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

Article 20 - Pre-Bid Meeting and Site Visit

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

END OF INSTRUCTIONS TO BIDDERS

BIDDING FORMS

DOCUMENT 00300

BID FORM

BIDDER (Name and Address):

PROJECT IDENTIFICATION:

**ANTRIM WAY (S.R. 0011) & WALTER
AVENUE ADA RAMP IMPROVEMENTS**

CONTRACT NUMBER AND IDENTIFICATION: **GENERAL CONSTRUCTION**

THIS BID IS SUBMITTED TO:

GREENCASTLE BOROUGH
60 North Washington Street
Greencastle, PA 17225

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

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

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

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

- 3.9. That Bidder has reviewed 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 were reviewed, and such Work shall not be the basis for additional compensation to the Bidder.
4. Bidder shall complete the Work for the lump sum prices and/or unit price(s) shown on the attached PennBid document. Stipulated prices (including those for Quantity Adjustments and Contingency Items) in the Bid Form shall be all-inclusive. They shall include furnishing all labor, superintendence, necessary equipment, utilities and facilities, furnishing and installing all Products described in the Drawings and Specifications, performing all work necessary for, or incidental to completing the Work, Contractor's overhead, profit, and burden costs and performing all other obligations imposed by the Agreement. Refer to Section 01025 for description of pay items

	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price (\$)</u>	<u>Extended Price (\$)</u>
1.	Site Demolition	LS	1	\$_____	\$_____
2.	Construct ADA Ramps:				
2a.	North Corner ADA Ramp	LS	1	\$_____	\$_____
2b.	South Corner ADA Ramp	LS	1	\$_____	\$_____
2c.	West ADA Ramp	LS	1	\$_____	\$_____
3.	Construct Concrete Sidewalks	SF	400	\$_____	\$_____
4.	Construct Straight, Depressed, and Transition Concrete Curb	LF	115	\$_____	\$_____
5.	Full Depth Pavement Restoration	SY	40	\$_____	\$_____
6.	Pavement Markings:				
6a.	24" Stop Bars	LF	45	\$_____	\$_____
6b.	12" Cross Walk Lines	LF	264	\$_____	\$_____
7.	"No Crossing" Signs	EA	2	\$_____	\$_____
8.	Pedestrian Type B APS Push Button w/ Pole	LS	3	\$_____	\$_____

9.	Replace Pedestrian Crossing Signal Head	LS	4	\$_____	\$_____
10.	Remove Pedestrian Crossing Signals at Eradicated Crosswalk	LS	1	\$_____	\$_____
11.	Furnish and Install Flashing Yellow Left Turn Signal Arrow	LS	2	\$_____	\$_____
12.	Furnish and Install Guide Rail Extension	LF	50	\$_____	\$_____
13.	Seeded Area Restoration	LS	1	\$_____	\$_____
14.	Miscellaneous Concrete (Contingency Item)	CY	5	\$_____	\$_____
15.	Miscellaneous Unclassified Excavation (Contingency Item)	CY	5	\$_____	\$_____
16.	Miscellaneous Aggregate for Backfill (Contingency Item)	CY	5	\$_____	\$_____

Total of Items 1 through 16: BID PRICE (Figures): _____

BID PRICE (Words): _____

Bid Items 14 through 16 are Contingency Items to be used during construction to address unanticipated soil and other construction conditions throughout the Project. Quantities given above for "Contingency Items" are not guaranteed. Final payment will be based on actual quantities. Any difference between estimated and final quantities increases in market value of Products and services, or complexity of work will not be considered reason for increase of unit prices.

The Owner reserves the right to award the Contract in whole or in part, based on the funding available.

5. Bidder agrees that the Work will be substantially complete on or before the dates or within the number of calendar days indicated in the Agreement; and accepts the provisions of the Agreement as to liquidated and other damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:

6.1 Required Bid Security in the form of _____.

- 6.2 Experience Questionnaire; Document 00400.
- 6.3 List of Proposed Subcontractors; Document 00450.
- 6.4 Non-collusion Affidavit (Prime Bidders); Document 00460.
- 6.5 Non-collusion Affidavit (Subcontractors); Document 00465.
- 6.6 Certificate of Non-Segregated Facilities; Document 00480.
- 6.7 Section 3 Certification Forms.
- 6.8 Evidence of Bidder's and its Subbidder(s) qualification to do business in the Commonwealth of Pennsylvania or covenant to obtain such qualification prior to and as a condition of award of the Contract (for PA - to be provided if Bidder/Subbidder 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_____, _____, 20__.

INTENDING TO BE LEGALLY BOUND, the undersigned submits the forgoing Bid this ____ day of _____, 20__.

(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 members, if a limited liability, or 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):

GREENCASTLE BOROUGH
60 North Washington Street
Greencastle, PA 17225

Project Bid Date:

Project Identification:

**ANTRIM WAY (S.R. 0011) & WALTER
AVENUE ADA RAMP IMPROVEMENTS**

Contract Number and Identification:

GENERAL CONSTRUCTION

BOND

Date:

Amount:

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

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

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

Name of Company

Address of Company

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

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

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

(If Bidder is a Corporation)

Attest:

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

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

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

Type or print name below each signature.

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

END OF BID BOND

DOCUMENT 00400

EXPERIENCE QUESTIONNAIRE

PROJECT IDENTIFICATION: **ANTRIM WAY (S.R. 0011) & WALTER AVENUE ADA RAMP IMPROVEMENTS**

CONTRACT IDENTIFICATION: **GENERAL CONSTRUCTION**

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

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

PRINCIPAL OFFICE ADDRESS _____

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

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

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

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

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

(*) Provide name of contact person.

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

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

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

(*) Provide name of contact person.

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

5. Has Bidder's company ever defaulted on a contract, or failed to complete a contract? _____
If yes, where and why? _____

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

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

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

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

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

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

STATE OF _____

COUNTY OF _____

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

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

Signature

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

My commission expires

Signature of Notary Public

Type or print name below each signature.

END OF EXPERIENCE QUESTIONNAIRE

DOCUMENT 00450

LIST OF PROPOSED SUBCONTRACTORS

PROJECT IDENTIFICATION: **ANTRIM WAY (S.R.0011) & WALTER AVENUE ADA
RAMP IMPROVEMENTS**

CONTRACT NUMBER AND IDENTIFICATION: **GENERAL CONSTRUCTION**

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

List proposed subcontracts as required in Instructions to Bidders.

Description of Subcontract	Subcontractor's Name	Subcontractor's Address

Signature

Typed or Printed Name

Date _____

Title

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

END OF LIST OF SUBCONTRACTORS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss
County of _____)

_____, being first duly sworn, deposes and says that:
(Name of Bidder's Representative)

(1) He is _____
(Capacity of Bidder's Representative - i.e.: owner, partner, officer, agent, etc.)
of _____;
(Name of Bidder)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the TOWNSHIP/BOROUGH to which the attached Bid is being submitted or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name of Bidder)

(Signature of Bidder's Representative)

(Title of Bidder's Representative)

Subscribed and sworn to before me

this _____ day of _____ 20 _____.

(Signature of Notary)

(Title)

My commission expires _____

State of _____)
) ss
County of _____)

ARRO

DOCUMENT 00480

CERTIFICATE OF NON – SEGREGATED FACILITIES

Date: _____

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 189 U.S.C. §1001.

Signed: _____

Printed Name: _____ Title: _____

Address: _____

Treasury Number: _____

CONTRACT FORMS

DOCUMENT 00500

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____
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 **ANTRIM WAY (S.R. 0011) & WALTER AVENUE ADA RAMP IMPROVEMENTS**, herein called for, all in strict accordance with the Contract Documents as prepared by ARRO Consulting, Inc., acting as and entitled the Engineer in this Agreement.

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

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

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

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

<u>Sheet No.</u>	<u>Title</u>
FRONT STREET IMPROVEMENTS	
1 of 5	TITLE SHEET
2 of 5	NOTES
3 of 5	CONSTRUCTION PLAN & DETAILS
4 of 5	SIGNING & PAVEMENT MARKING PLAN (SPM)
5 of 5	ADA RAMP DETAILS

ARTICLE 2 - CONTRACT TIMES

2.1 The Work shall be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in General Conditions Paragraph 2.03.A, as amended by Supplementary Conditions Paragraph SC-2.03.A, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

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

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

ARTICLE 3 - CONTRACT PRICE, PAYMENT, AND RETAINAGE

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

3.2 Retainage

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

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

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

3.2.4 In the event that a dispute arises between the Owner and the Contractor, which dispute is based on increased costs incurred by one contractor occasioned by delays or other actions of another contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld by the Owner from the Contractor until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the contractor causing the additional claim furnishes a Bond satisfactory to Owner to indemnify Owner against the claim.

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

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

ARTICLE 4 - CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

ARTICLE 5 - MISCELLANEOUS

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

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

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

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

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

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

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

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

ARTICLE 6 – DISPUTE RESOLUTION

6.1 All claims, disputes and other matters in question between Owner and Contractor arising out of, or relating to, the Contract Documents or the breach thereof (except for claims which have

been waived by the making or acceptance of final payment as provided by General Conditions Paragraph 14.07 shall be settled by filing a complaint in the Court of Common Pleas of Franklin County, Pennsylvania, and litigating said matters in said forum.

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

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

(If Contractor is an Individual)

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

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

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

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

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

(If Contractor is a Corporation)

Attest:

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

(Owner)

Attest:

Owner's Organizational Name

Owner's Address

Signature

Signature

Title

Title

Type or print name below each signature.

END OF AGREEMENT



Commonwealth of Pennsylvania Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

Company Legal Name: _____

Doing Business As: _____

(if different from Legal Name)

Mailing Address: _____

Street Address 1

Street Address 2

City

State

Zip Code

Check one:

☐

Contractor

☐

Subcontractor

Contracting Public Body: _____

Contract/Project Number: _____

Project Description: _____

Project Location: _____

Date Enrolled in E-Verify (MM/DD/YYYY): _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's 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 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

Printed Name: _____

Phone Number: _____ **Email:** _____

DOCUMENT 00610

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF GREENCASTLE

60 North Washington Street
Greencastle, PA 17225

AGREEMENT

Amount:

Project Identification:

**ANTRIM WAY (S.R. 0011) & WALTER
AVENUE ADA RAMP IMPROVEMENTS**

Contract Number and Identification:

GENERAL CONSTRUCTION

BOND

Date:

Amount:

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

- 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Agreement or to a contractor selected to perform the Work in accordance with the terms of the Agreement with the Owner.
4. When the Owner has satisfied the conditions of Article 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Work; or
 - 4.2 Undertake to perform and complete the Work itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Work, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Work, and pay to the Owner the amount of damages as described in Article 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Article 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Work, and if the Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Agreement, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Agreement. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Work, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for:

6.1.1 Completion of the Work, as defined in Article 1 of the General Conditions.

6.1.2 Correction of defective work during the Correction Period, as defined in General Conditions Paragraphs 13.07.A through 13.07. E, and, where applicable, as amended by the Supplementary Conditions and as specified below:

- a. Correction Period for all Work performed within Commonwealth of Pennsylvania State highway right-of-way: 2 years after acceptance of the Work by PA DOT and final payment.
- b. Correction Period for Work performed outside Commonwealth of Pennsylvania State highway right-of-way: 1 year after the date of Substantial Completion.

6.2 Additional legal (including litigation), design, professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Article 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions:

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Agreement after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Agreement.
- 12.2 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- 12.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Agreement or to perform and complete or comply with the other terms thereof.
- 12.4 The terms used in this Performance Bond which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

Name of Company

Address of Company

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

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

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Contractor is a Corporation)

ATTEST:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(CORPORATE SEAL)

State of Incorporation

Signature of
President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

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

Type or print name below each signature.

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

END OF PERFORMANCE BOND

DOCUMENT 00620

PAYMENT BOND

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BOROUGH OF GREENCASTLE
60 North Washington Street
Greencastle, PA 17225

AGREEMENT

Amount:

Project Identification:

**ANTRIM WAY (S.R. 0011) & WALTER
AVENUE ADA RAMP IMPROVEMENTS**

Contract Number and Identification:

GENERAL CONSTRUCTION

BOND

Date:

Amount:

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

notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- 4.2.3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address shown on page one) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Article 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Article 4, the Surety shall promptly and at the Surety's expense take the following actions.

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
- 6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or the Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant under this Section 6.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Agreement shall be used for the performance of the Work and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the

Contractor in the performance of the Work are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the Work.

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

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

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

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

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

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

15. Definitions:

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Work. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Work, architectural and engineering services required for performance of the Work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

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

(If Contractor is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

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

Name of Company

Address of Company

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

Signature of Witness

Signature of Member

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

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

END OF PAYMENT BOND

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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

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

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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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.

** 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

**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:

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

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

* 12.03 Delays

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

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

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

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

13.01 Notice of Defects

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

13.02 Access to Work

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

** 13.03 Tests and Inspections*

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

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

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

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

3. as otherwise specifically provided in the Contract Documents.

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

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

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

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

13.04 Uncovering Work

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

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

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

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

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

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

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

* 13.07 *Correction Period*

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

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

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

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

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

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

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

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

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

* 14.02 *Progress Payments*

*A. *Applications for Payments:*

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

*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 unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

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

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

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

15.04 Contractor May Stop Work or Terminate

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

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

***ARTICLE 16 – DISPUTE RESOLUTION**

16.01 *Methods and Procedures

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

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

*** 17.02 *Computation of Times***

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

* 17.07 *Resident Project Representative Responsibilities and Authority*

SUPPLEMENTARY CONDITIONS

DOCUMENT 00800

SUPPLEMENTARY CONDITIONS

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

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

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

SC-1.01.A

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

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

- b. Demobilization shall include all activities and costs for removal and transportation from the site, at completion of the Work, of personnel, equipment and supplies no longer required, or included in the Contract; including the disassembly, removal and site cleanup of offices, buildings, and other facilities assembled on the site specifically for performance of the Work.
- 56. *Products* – New materials, machinery, components, equipment, fixtures, systems, and any other item which will become or has become a permanent physical portion of the Work. The term “Products” may also include materials, equipment, or components removed from existing facilities that may, if specifically permitted by the Contract Documents, be re-used in the Work. The term “Products” does not include machinery and equipment used for preparation, fabrication, conveying, or erection of the Work.
- 57. *Attachment(s)* – Any documentation, appended to a contract or incorporated by reference, which does not establish a requirement for deliverables and is for “*Information Only.*”
- 58. *Exhibit(s)* – Any documentation, referred to in a contract, which is attached and establishes requirements for deliverables. The term shall not be used to refer to any other kind of attachment to a contract.

SC-1.01.A.8

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

SC-1.01.A.12

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

- 12. *Contract Documents* The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, and which are incorporated in the Agreement by reference, and are made a part of it, consist of the Agreement, together with all written amendments, Addenda, Contractor’s Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Intent to Award), which is attached to the Agreement, Invitation to Bid, Instructions to Bidders, Bid Form, Bid Bond, Experience Questionnaire, List of Proposed Subcontractors, Non-Collusion Affidavit, Performance Bond, Payment Bond, Agreement, Public Works Employment Verification Form, General Conditions, Supplementary Conditions, Special Conditions of the Contract, including all requirements of the Block Grant program, Wage Determination, the Specifications, the Drawings (which are identified in the Agreement), Notice to Proceed, Change Orders, Work Change Directives, Field Orders and Engineer’s written interpretations and clarifications issued pursuant to General Conditions Paragraphs 3.04.A, 3.04.B.1 and 3.04.B.3 on or after the

Effective Date of the Agreement. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

SC-1.01.A.27

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

SC-1.01.A.34

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

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

SC-1.01.A.36

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

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

SC-1.01.A.44

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

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

SC-2.02.A

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

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

SC-2.03.A

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

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

SC-2.05.A

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

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

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

SC-2.05.B

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

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

SC-3.03.B

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

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

Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders and Engineer's written interpretations and clarifications.

SC-4.02

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

SC-4.04.A

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

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

SC-5.01.A

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

1. For any portion of the Work within a State Highway Right-Of-Way the Performance Bond, or other instrument of financial security, shall remain in effect for at least two years after acceptance of the Work by the Commonwealth of Pennsylvania Department of Transportation and final payment.

SC-5.01.B

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

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

SC-5.01.D

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

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

SC-5.03

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

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

SC-5.04.B

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

SC-5.04.C

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

- C. The limits of liability for the insurance required by General Conditions Paragraphs 5.04.A.1 through 5.04.B.6 inclusive shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations; coverage shall be per project and per occurrence:
 - 1. Workers' Compensation, and related coverages under General Conditions Paragraphs 5.04.A.1 and 5.04.A.2:
 - a. State: Statutory
 - b. Applicable Federal (e.g. Longshoreman's): Statutory
 - c. Employer's Liability: \$1,000,000

2. Contractor's General Liability under General Conditions Paragraphs 5.04.A.3 through 5.04.A.6, which shall include completed operations and product liability coverage; and eliminate the exclusion with respect to property under the care, custody and control of Contractor(*):

- a. General Aggregate: \$2,000,000
- b. Products – Completed Operations Aggregate: \$1,000,000
- c. Personal and Advertising Injury: \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverage's, where applicable.
- f. Blasting hazards, where applicable.
- g. Excess or Umbrella Liability: (**)

☒ General Aggregate: \$2,000,000

☒ Each Occurrence: \$2,000,000

- (*) If Contractor's insurance does not allow eliminating the exclusion with respect to property under its care, custody and control, Contractor shall provide, by endorsement, "Voluntary Property Damage" coverage in the amount of the full replacement cost of the damaged property.
- (**) If Contractor has lower underlying coverage than required above under Paragraphs SC-5.04.C.2.a through SC-5.04.C.2.d, Contractor may provide additional coverage to at least satisfy the required amount.

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury and Property Damage, Combined Single Limit of: \$1,000,000
4. The Contractual Liability coverage required by General Conditions Paragraph 5.04.B.3 shall provide coverage for not less than the following amounts:
 - a. Bodily Injury and Property Damage (Each Occurrence):

Combined Single Limit	\$1,000,000
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5. Additional Insured:
 - a. Greencastle Borough (OWNER)
 - b. ARRO Consulting Inc. (ENGINEER)
 - c. Franklin County Planning Commission (GRANTOR)
 - d. The Commonwealth of Pennsylvania, Department of Transportation

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

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

SC-5.05.A

Delete General Conditions Paragraph 5.05.A in its entirety.

SC-5.06

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

SC-5.07.A

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

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

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

SC-5.07.B

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

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

SC-5.08

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

SC-6.02.B

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

1. Regular working hours for the Project are defined as 7 A.M. to 5 P.M. Monday through Friday.
2. For any portion of Work within a State Highway Right-Of-Way, the Contractor shall abide by work hour and holiday restrictions indicated in the Pennsylvania Department of Transportation Highway Occupancy Permit. (FOR WORK WITHIN PADOT R/W)
3. If Owner consents to Contractor working during non-regular hours or on Saturday, Sunday, or any legal holiday, Contractor shall reimburse Owner for wages, salaries, and expenses paid to Owner's and Engineer's personnel which, in the Owner's judgment, are required to be present at the Project site during the Contractor's Work. Contractor's reimbursement to Owner for these extra personnel costs will be in the form of deduction from a progress payment. Contractor's superintendent shall also be present during performance of Work during non-regular hours, or on Saturday, Sunday, or any legal holiday.

SC-6.03.A

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

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

SC-6.05

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

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

proposed substitution, stating that the substitution will either have no effect on their work or that the substitution will affect their work and that the entity making the request for substitution has agreed to pay any extra costs which may be incurred if the substitution is approved. (This requirement does not apply during the Bidding period.)

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

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

SC-6.06.B

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

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

SC-6.06.G

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

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

SC-6.08.B

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

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

SC-6.09.A

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

1. The Contractor shall comply with Federal minimum wage rate laws and regulations and the “Labor Standards Provisions for Federal and Federally-Assisted Contracts.” The applicable provisions of the regulations and the wage rate determination are included in this Project Manual.
2. The Contractor shall comply with Federal Requirements and Contract Provisions included in this Project Manual, which provisions cover:
 - a. Buy American provisions.
 - b. Affirmative Action Program requirements and goals.
 - c. Minority Business Enterprise (MBE) program requirements.
 - d. MBE documentation requirements.
 - e. Certification of non-segregated facilities.
 - f. Project sign requirements.
3. The Contractor and its Subcontractors are subject to the provisions of the Pennsylvania Public Works Employment Verification Act, Act 141 of 2022, which requires, as a pre-award condition, that Contractor and its Subcontractors provide confirmation of their participation in the e-verify program, operated by the Department of Homeland Security, to determine whether a person seeking employment with them is citizen or legal resident of the United States.
4. The Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended by Act 159 (HB 1840) of 2012. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments), which have been produced in the United States, except in cases where these products are not produced in sufficient quantities in the United States.
5. The Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
6. The Contractor is subject to the provisions of Pennsylvania Underground Utility Line Protection Act, Act 287 of 1974, as amended by Act 50 of 2017, Underground Utility Protection Law AKA PA One Call Law (the Law) ,which requires contractors to notify public utilities prior to starting excavation or demolition work.
7. The Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
8. The Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994 (Prompt Pay Act), as it relates to timely payment by Contractor/Subcontractor to its Subcontractors and suppliers.

9. Contractor shall comply with the Antitakeback Act, 62 Pa.C.S.A. 4501, et seq.
10. Contractor acknowledges and understands that any information received by the Owner may be subject to Pennsylvania's Right to Know Law, 65 P.S. 67.101, et seq., and the Owner will process any and all requests made pursuant to the RTKL accordingly.
11. Contractor shall accept, as applicable, the provisions of the act of June 2, 1915 (P.L. 736, No. 338), known as the Workers' Compensation Act, as amended

SC-6.10.A

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

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

SC-6.11.A.4

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

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

SC-6.11.C.1

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

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

SC-6.11.D

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

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

SC-6.16

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

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

SC-6.19.C

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

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

SC-6.20.C

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

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

SC-8.04

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

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

SC-8.06

Delete General Conditions Paragraph 8.06 in its entirety.

SC-9.03.A

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

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

SC-9.09.A

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

1. The Engineer will give the Contractor all desired assistance in interpreting specifications, drawings, or written instructions. Such assistance or lack thereof shall not relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.
2. The fact that the Engineer has permitted faulty work, or work to be performed not in accordance with the Contract Documents will not prevent the Engineer or Owner from requiring that the Contractor corrects any faults or incorrect construction immediately at no additional cost to the Owner.
3. The Engineer may not enter into any agreement with a Subcontractor which binds the Owner to make payments for work performed by the Subcontractor absent express written permission by the Owner for the specific work and Subcontractor involved.

SC-10.01.C

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

- C. When submitting a Change Order request, the Contractor shall provide such information as the Engineer and Resident Project Representative may require for the preparation of the Change Order in accordance with the General Conditions. Such information may include, but not be limited to, the following:
 1. Itemized description of the addition, deletion, or revision to the Work.

2. Itemized description of the change in the Contract Price, including itemized contractor's/subcontractor's labor costs and materials pricing data to enable determination of the necessity and reasonableness of the costs. For work performed by subcontractor(s), documentation may require submittal of actual invoices.
3. Description of the change, if any, in the Contract Time. The Contractor shall submit adequate documentation to satisfactorily prove that the nature of the delay actually and unavoidably will impact the Contract Times.

SC-11.01.B

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

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

SC-11.01.C

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

"...Bid Form which is attached to the..."

SC-11.03.C

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

"....to cover Contractor's overhead, profit and burden for each..."

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

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

SC-11.03.D

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

- D. "Unless otherwise noted in the Bid Form, or elsewhere in the Contract Documents..."

SC-12.01.B

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

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

SC-12.01.B.2

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

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

SC-12.01.C.1

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

SC-12.01.C.2

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

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

SC-12.03.

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

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

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

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

- F. When Contractor has submitted to Owner a schedule for completing the Work within a shorter time period than the Contract Times, or Milestones indicated in the Agreement, Contractor will not be entitled to any claims for additional costs, of any type, or delays, if the Contractor-submitted time schedule is for any reason

exceeded, but its completion date is still within the Contract Times indicated in the Agreement.

- G. Contractor shall submit to Engineer detailed documentation, which shall include associated costs, reason(s), including but not limited to those described in General Conditions Paragraph 12.03.A , and responsible party, for all delays beyond the control of the Contractor.

SC-13.03.B

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

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

SC-13.07.C

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

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

SC-13.07.E

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

SC-13.07.F

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

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

SC-13.07.G

Add the following new Paragraph immediately after Supplementary Conditions Paragraph SC-13.07.F above:

- G. Correction period for all work performed within State Highway Right-Of-Way shall be for two (2) years after the date of final payment and acceptance of the work by Penn DOT; correction and removal of defective work shall be at Contractor's expense and in accordance with Penn DOT requirements. All provision of the Contract Documents, which apply to the standard one-year correction period, shall also apply to this two-year correction period.

SC-14.02.A

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

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

SC-14.02.B.5

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

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

SC-14.04.C

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

“ . . . , which shall fix the date of Substantial Completion”

SC-14.05.A

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

SC-14.07.A.2.b

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

- b. consent of surety to final payment;

SC-16

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

SC-17.02.A

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

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

SC-17.07

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

17.07 Resident Project Representative Responsibilities and Authority

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

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

and interpretations of the Contract Documents, progress reports, and other Project-related documents.

- b. Monitor Contractor's work on Record Documents.
- c. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions on Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer
- d. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports:

- a. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Report immediately to Engineer upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that certificates, Operation and Maintenance manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents.

12. Completion: Conduct closeout and final inspections in the company of Engineer, Owner, and Contractor, and assist in preparation of lists of items to be completed or corrected.

13. The authority of the RPR is limited and (s)he is not authorized to:

- a. Exceed limitations of authority as set forth in the Agreement or other Contract Documents.
- b. Undertake any of the responsibilities of Contractor, Contractor's subcontractors and suppliers, or Contractor's superintendent.

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

END OF DOCUMENT

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.

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

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
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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

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.

(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.

**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)

DEPARTMENT OF LABOR AND INDUSTRY
PREVAILING MINIMUM WAGE DETERMINATION

"General Decision Number: PA20250002 03/28/2025

Superseded General Decision Number: PA20240002

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Mifflin, Potter, Somerset, Venango, Warren, Washington and Westmoreland Counties in Pennsylvania.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (excluding sewer grouting projects and excluding sewage and water treatment plant projects)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/17/2025
3	02/21/2025
4	03/07/2025
5	03/21/2025
6	03/28/2025

BOIL0013-005 01/01/2025

CENTRE, FRANKLIN, POTTER, CLINTON, FULTON, HUNTINDON AND
 MIFFLIN COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 55.00	35.48

BOIL0154-004 01/01/2025		

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA,
 CAMERON, CLARION, CLEARFIELD, CRAWFORD, ELK, FAYETTE, FOREST,
 GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET,
 VENANGO, WARREN, WASHINGTON AND WESTMORELAND COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 48.28	33.17

BOIL0744-003 07/01/2008		

ERIE COUNTY

	Rates	Fringes
BOILERMAKER.....	\$ 35.34	18.48

BRPA0005-033 05/01/2022		

MIFFLIN COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.66	21.58

BRPA0005-046 05/03/2020		

FRANKLIN COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.99	16.87

BRPA0005-071 05/03/2020		

CLINTON COUNTY

Rates	Fringes
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BRICKLAYER.....\$ 34.17 17.20

BRPA0009-004 12/01/2022

BEDFORD, BLAIR, CAMBRIA, CENTRE COUNTY (Halfmoon, Houston, Patton, Rush, Taylor and Worth Townships), FULTON, HUNTINGDON, and SOMERSET COUNTIES

Rates Fringes

Bricklayer, Stonemason &
Marble Setter.....\$ 34.14 22.00

BRPA0009-006 12/01/2022

CLEARFIELD, FOREST, JEFFERSON, VENANGO, AND CLARION (Except Brady, Madison, Perry, Porter, Redbank, and Toby Townships) COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 34.14 22.77
Marble mason.....\$ 34.14 22.77

BRPA0009-023 12/01/2022

BEAVER COUNTY

Rates Fringes

BRICKLAYER.....\$ 35.28 24.49

BRPA0009-025 12/01/2022

BUTLER, LAWRENCE, AND MERCER COUNTIES

Rates Fringes

BRICKLAYER.....\$ 34.73 24.14

BRPA0009-032 06/01/2017

FAYETTE (Jefferson & Washington Twps), GREENE (Except Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Rostraver Twp) COUNTIES

Rates Fringes

BRICKLAYER.....\$ 31.00 20.66

BRPA0009-033 12/01/2022

ARMSTRONG, CLARION (Brady, Madison, Perry, Tobe, Porter, Redbank Twps), FAYETTE (Except Jefferson & Washington Twps), GREENE (Cumberland, Dunkirk, Greene, Monongahelia Twps), INDIANA, AND WESTMORELAND (Except Rostrave Twp) COUNTIES

Rates Fringes

BRICKLAYER.....\$ 36.55 24.46

BRPA0009-034 11/01/2019

ERIE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 28.64	21.86

BRPA0009-058 06/01/2020ALLEGHENY, WASHINGTON (Cross Creek, Hanover, Jefferson, Mt Pleasant, Nottingham, Peters, Robinson, Smith, Union Twps)
COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.05	22.81

BRPA0009-059 12/01/2022

CAMERON, ELK, MCKEAN, POTTER AND WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.62	22.81

CARP0274-001 01/01/2025

	Rates	Fringes
PILEDRIVERMAN		
Piledriverman (welder).....	\$ 43.38	22.67
Piledriverman.....	\$ 41.88	22.67

* CARP0274-002 01/01/2025

	Rates	Fringes
Diver.....	\$ 62.82	22.67
Tender.....	\$ 41.88	22.67

CARP0443-004 06/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 43.00	23.44

CARP2274-001 01/01/2025

	Rates	Fringes
CARPENTER (ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER, WASHINGTON, AND WESTMORELAND COUNTIES)		
Carpenters (Welders).....	\$ 42.85	22.09
Carpenters.....	\$ 41.35	22.09

CARPENTER (BEDFORD, BLAIR,
CAMBRIA, CAMERON, CENTRE,
CLARION, CLINTON, CLEARFIELD,
CRAWFORD, ELK, FOREST,
FRANKLIN, FULTON, HUNTINGDON,
INDIANA, JEFFERSON, MCKEAN,

MIFFLIN, POTTER, SOMERSET,
VENANGO, AND WARREN COUNTIES)

Carpenters (Welders).....	\$ 42.60	22.09
Carpenters.....	\$ 41.10	22.09

ELEC0005-006 12/27/2024

ALLEGHENY, ARMSTRONG, BEDFORD, BLAIR, BUTLER CAMBRIA, CAMERON,
CENTRE (Remainder), CLARION, CLEARFIELD, ELK, FAYETTE, FULTON,
GREENE, HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, SOMERSET,
VENANGO, WASHINGTON, AND WESTMORELAND COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 50.86	31.78
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ELEC0056-004 07/12/2024

ERIE, FOREST AND WARREN COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 41.03	25.79
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ELEC0126-005 06/03/2024

ALLEGHENY, ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE,
CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON,
INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND WESTMORELAND

	Rates	Fringes
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Line Construction:

Cable Splicer.....	\$ 54.38	34.25%+11.50
Groundman.....	\$ 32.63	34.25%+11.50
Lineman.....	\$ 54.38	34.25%+11.50
Truck Driver.....	\$ 35.35	34.25%+11.50
Winch Truck Operator.....	\$ 38.07	34.25%+11.50

ELEC0126-007 06/03/2024

FRANKLIN AND MIFFLIN COUNTIES

	Rates	Fringes
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Line Construction:

Cable Splicer.....	\$ 53.20	34.25%+11.50
Groundman.....	\$ 31.92	34.25%+11.50
Lineman.....	\$ 53.20	34.25%+11.50
Truck Driver.....	\$ 34.58	34.25%+11.50
Winch Truck Operator.....	\$ 37.24	34.25%+11.50

ELEC0143-007 06/01/2024

FRANKLIN and MIFFLIN COUNTIES

	Rates	Fringes
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ELECTRICIAN.....	\$ 38.75	26.68
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ELEC0712-003 01/01/2024

CRAWFORD, BEAVER, LAWRENCE AND MERCER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.30	28.12

ELEC0812-008 06/01/2024		

CLINTON COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 37.43	26.17

ELEC0812-009 06/01/2024		

POTTER COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 38.44	26.20

ELEC0812-011 06/01/2024		

CENTRE COUNTY (Burnside, Curtin, Liberty, Howard, Marion,
Walker, Miles, Haines Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.43	26.17

ELEC1319-004 01/01/2025		

BUTLER, CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST,
LAWRENCE, MCKEAN, MERCER, VENANGO, WARREN AND POTTER COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 66.33	23.56
Groundmen.....	\$ 41.12	14.73
Linemen.....	\$ 66.33	29.56
Truck Driver.....	\$ 43.11	14.87

ENGI0066-016 01/01/2024		

	Rates	Fringes
Power equipment operators:		
(ALLEGHENY, ARMSTRONG,		
BEAVER, BLAIR, BUTLER,		
CAMBRIA, CENTRE, CLARION,		
CLEARFIELD, CRAWFORD, ERIE,		
ELK, FAYETTE, GREENE,		
INDIANA, JEFFERSON, LAWRENCE,		
MCKEAN, MERCER, SOMERSET,		
VENANGO, WARREN, WASHINGTON,		
AND WESTMORELAND COUNTIES)		
GROUP 1.....	\$ 38.59	24.03
GROUP 1-A.....	\$ 41.59	24.03
GROUP 1-B.....	\$ 40.59	24.03
GROUP 2.....	\$ 38.33	24.03
GROUP 3.....	\$ 34.68	24.03
GROUP 4.....	\$ 34.22	24.03

GROUP 5.....	\$ 33.97	24.03
Power equipment operators: (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES)		
GROUP 1.....	\$ 38.30	24.03
GROUP 1-A.....	\$ 41.30	24.03
GROUP 1-B.....	\$ 40.30	24.03
GROUP 2.....	\$ 38.02	24.03
GROUP 3.....	\$ 34.38	24.03
GROUP 4.....	\$ 33.89	24.03
GROUP 5.....	\$ 33.68	24.03

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - Asphalt Paving Machine (Spreader), Autograde (C.M.I. and similar); Backfiller, Compactor with Blade, Backhoe - 360 and 180 degree Swing; Cableway; Caisson Drill (similar to Hugh Williams), Central Mix Plant; Cooling Plant; Concrete Paving Mixer, Concrete Pump (self-propelled); Cranes; Cranes (boom or mast over 101ft.\$.50 per each additional 50 feet inclusive of jib), Cranes (Tower Stationary- Climbing Tower Crane); Derrick; Derrick Boat; Dozer(greater than 25,000 lbs.); Dragline; Dredge; Dredge Hydraulic; Elevating Grader; Franki Pile Machine; Gradall (remote control or otherwise), Grader (power-fine grade); Hllift (4 cy. and over); Hoist 2 Drums or more (in one unit); Hydraulic Boom Truck with pivotal cab (single motor-Pitman or similar), Hydraulic Boom Truck (non pivotal cab); Hydro-pneumatic Excavation Equipment (or similar); (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used;) Kocal; Mechanic, Locomotive (std. Gauge); Metro-chip Harvester or similar; Milling Machine (Roto Mill or similar); Mix Mobile; Mix Mobile (with Self Loading Attachment), Mucking Machine (tunnel); Pile Driver Machine; Pipe Extrusion Machine; Presplitter Drill (self contained); Refrigeration Plant (soil Stablization) Rough Terrain Crane (25 ton over) (Boom and Mast over 101 feet will be paid an additional 50 feet inclusive of jib if used); Rough Terrain Crane (under 25 ton), Scrapers; Shovel-Power; Slip form Paver (C.M.I. and similar); Trenching Machine (30,000 lbs. and over), Trenching Machine (under 30,000 lb.), Tunnell Machine (Mark XXI Jarva or similar), Vermeer Saw, Whirley, Mechanic, Compactor with blade

GROUP 1-A Backhoes-360 degree swing (above 120,000 lbs. gross weight); Cranes (over 100 tons), Cranes-Rough Terrain (over 100 ton); Tug Boat Pilot (on boats over 800 horsepower)

GROUP 1-B Backhoes-360 degree swing (above 70,000 lbs. to 120,000 lbs. gross weight); Cranes (up to 100 ton), Cranes-Rough Terrain (65 ton-100 ton), Tower Crane

GROUP 2: Asphalt plant operator; auger (tractor mtd.); auger (truck mtd.); belt loader (euclid or similar); boring machine; cable placer or layer; Directional drill over 3,000 lbs thrust; concrete batch plant (electronically synchronized); concrete belt placer (C.M.I. and similar); concrete finishing machine and spreader, concrete mixer (over 1 cy.) concrete pump (stationary); core drill (truck or skid mtd. - similar to penn drill), dozer (25,000 lbs or less); Ditch Witch Saw, force feedloader; fork lift (lull or similar); grader - power; grease unit opertor (head);

guard rail post driver (truck mounted) guard rail post driver (skid type); hiliift (under 4 cy.); skid steer loader; hydraulic boom truck (non-pivotal cab); job work boat (powered), jumbo operator; locomotive (narrow guage); minor equipment operator (accumulative four units); mucking machine; multi-head saw (groover); overhead crane; roller -power- asphalt; ross carrier; side boom or tractor mounted boom; shuttle buggy (asphalt), stone crusher (screening-washing plants); stone spreader (self propelled) truck mounted drill (davey or similar); welder and repairman; well point pump operator; bidwell concrete finishing machine (or similar).

GROUP 3: Broom Finisher (C.M.I. or similar); Compactors/Rollers (static or vibratory (Self-propelled) on dirt or stone; Curb Builder; Minor Equipment Opertor (two or three units); Multi-head Tie Tamper; Pavement Breaker (self-propelled or ridden); Soil Stablizer Machine; Tire Repairman; Tractor (snaking and hauling); Well Driller and Horizontal: Winch or ""A"" Frame Truck (when hoisting and lowering).

GROUP 4: Ballast Regulator; Compressor; Concrete Mixer (1 cy. & under with skip); Concrete Saw (Ridden or selp-propelled); Conveyor; Elevator (Material hauling only); Fork-lift (Ridden or self-propelled); Form Line Machine; Generator; Grouete Pump; Heater (Machinical); Hoist (single Drum); Ladavator, Light Plant; Mulching Machine; Personnel Boat (Powered), Pulverizer, Pumps, Seeding Machine, spray Cure Machine (powered Driven); Subgrader; Tie Puller; Tugger; Welding Machine (Gas or Diesel).

GROUP 5: Deck Hand; Farm Tractor; Fireman on Boiler; Oiler; Power Broom; Side Delivery Shoulder Spreader (attachment);

IRON0003-001 06/01/2023

ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER, BEAVER, CLARION, AND WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.89	34.54

IRON0003-007 06/01/2023

BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN, AND POTTER COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.29	32.41

IRON0003-011 06/01/2023

CRAWFORD, ERIE, FOREST, AND WARREN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.57	32.23

IRON0207-002 06/01/2024

LAWRENCE, MERCER, AND VENANGO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.83	27.41

IRON0404-008 07/01/2024		

FRANKLIN (Remainder), HUNTINGDON (Remainder), AND MIFFLIN COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.26	32.63

IRON0549-002 12/01/2022		

GREENE COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0568-004 05/01/2024		

BEDFORD, FRANKLIN (Southwest 1/3), FULTON, HUNTINGDON (Western 2/3), AND SOMERSET COUNTIES

	Rates	Fringes
IRONWORKER Structural, Ornamental, Reinforcing, Machinery Mover, Rigger & Machinery Erector, Welder, Fence Erector.....	\$ 31.00	24.15

LAB01058-001 01/01/2025		

	Rates	Fringes
LABORER (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES)		
GROUP 1.....	\$ 33.60	26.00
GROUP 2.....	\$ 33.76	26.00
GROUP 3.....	\$ 34.25	26.00
GROUP 4.....	\$ 34.70	26.00
GROUP 5.....	\$ 35.11	26.00
GROUP 6.....	\$ 31.95	26.00
GROUP 7.....	\$ 34.60	26.00
GROUP 8.....	\$ 36.10	26.00

Laborers: (ALLEGHENY,
ARMSTRONG, BEAVER, BLAIR,
BUTLER, CAMBRIA, CLARION,
CLEARFIELD, ELK, ERIE,
FAYETTE, GREENE, INDIANA,
LAWRENCE, MCKEAN, MERCER,
SOMERSET, VENANGO, WARREN,
WASHINGTON, AND WESTMORELAND

COUNTIES)

GROUP 1.....	\$ 33.70	26.00
GROUP 2.....	\$ 33.86	26.00
GROUP 3.....	\$ 34.25	26.00
GROUP 4.....	\$ 34.70	26.00
GROUP 5.....	\$ 35.11	26.00
GROUP 6.....	\$ 31.95	26.00
GROUP 7.....	\$ 34.70	26.00
GROUP 8.....	\$ 36.20	26.00

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt curb sealer; Asphalt tamper; Batcherman (weigh) Blaster, Boatman, Brakeman, Change house attendant, Cofferdam, Concrete curing pitman, Puddler, Drill Runner's helper (Includes Drill Mounted on Truck, Track, or similar and Davey Drill Spots, Clean up, helps to maintain), Electric Brush and or Grinder, Fence Construction (Including Fence Machine Operator) Form stripper and Mover, Gabion (Erectors and Placers) Hydro jet blaster nozzle man; Landscape laborer, Manually moved emulsion sprayer, Radio actuated traffic control operator Rip rap work, scaffolds and Runways, Sheet piers and Shoring (includes lagging) structural concrete Top Surfer, Walk Behind Street Sweeper, and Wood Chipper; water boy

GROUP 2: Air tool operator (all types); Asphalt, batch & concrete plant operator (manually operated) Burner, Caisson; men (open air); Carryable pumps; Chain saw operator including attachments, Cribbing, (concrete or steel); Curb machine operator (asphalt or concrete walk behind); Diamond head Core Driller, Drill runner's helper (tunnel) Fork Lift, (walk behind), Form Setter (Road Forms Line man) Highway Slab reinforcement placers (including joint and Basket Setters) Hydraulic pipe pusher; Liner plates (Tile or Vitrified Clay) Mechanical compacting equipment operators, Mechanical joint sealer, Dope pot and Tar Kettle, Mortar mixer (hand or machine) Muckers, Brakemen & all other Labor, (Includes installation of utility lines) Pipe Layers /Fusion /Heating Iron (Regardless of materials) Portable Single Unit Conveyor, Post Hole Auger, (2 or 4 cycle hand operated) Power wheelbarrows and buggies, Rail porter or similar; Sand blaster; Signal Man, Vibrator operator, All RAILROAD TRACK WORK TO INCLUDE THE FOLLOWING: adzing machine, ballast Router, Bolting Machine, Power Jacks, Rail Drills, Railroad Brakeman, Rail Saws, Spike Drivers (Manually or hand held tool) Spike Pullers Tamping Machine, Thermitweld

GROUP 3: Asphalt Lutean/Raker, Blacksmith, Blaster, Brick, stone and block pavers and block cutters (wood, belgian and asphalt); Cement mortar lining car pusher; Cement mortar mixer (pipe relining); Cement mortar pipe reliners; concrete saw operator (walk behind); Curb cutters and setters; Elevated roadway drainage construction; erector of overhead signs, Form setter (road forms-lead man); Grout machine operator; Guniting or dry pack gun (nozzle and machine man); Manhole or catch basin builder (Brick block concrete or any prefabrication) Miners and drillers (including lining, supporting and form workmen, setting of shields, miscellaneous equipment and jumbos); Multi-plate pipe (aligning and securing); Placing wire mesh on guniting projects; Wagon drill operators (air track or similar); Walk behind ditching machine (trencher or similar); crown screed adjuster and welder

GROUP 4: Reinforcing Steel Placer (Bending, aligning, and securing, Cadweld)

GROUP 5: High Burner, (Any burning not done from deck), Welder (Pipeline)

GROUP 6: Uniformed Flagperson, Watchman

GROUP 7: Toxic/Hazardous Waste Removal Laborer Levels C & D

GROUP 8: Toxic/Hazardous Waste Removal Laborer Levels A & B

PAIN0021-019 05/01/2021

CLINTON COUNTY

	Rates	Fringes
Painters:		
Bridge.....	\$ 36.67	18.80
Brush & Roller.....	\$ 29.02	21.14
Spray.....	\$ 30.02	21.14

PAIN0021-024 05/01/2021

FRANKLIN COUNTY

	Rates	Fringes
PAINTER		
Brush.....	\$ 25.84	16.30

PAIN0057-014 06/01/2023

ALLEGHENY, FAYETTE, GREENE, WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 38.33	23.72
Brush & Roller.....	\$ 30.56	23.72
Spray.....	\$ 30.56	23.72

PAIN0057-015 06/01/2023

ARMSTRONG, BEAVER, BEDFORD, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARION, CLEARFIELD, ELK, FULTON, HUNTINGTON, INDIANA, JEFFERSON, LAWRENCE, MERCER, MIFFLIN, SOMERSET, VENANGO AND WESTMORELAND COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 38.33	23.72
Brush and Roller.....	\$ 30.56	23.72
Spray.....	\$ 30.56	23.72

PAIN0057-022 05/01/2024

	Rates	Fringes
Painters: (ERIE, McKEAN, AND		

WARREN (Including Columbus
and Freehold twps) COUNTIES)

Bridges, Stacks, Towers.....	\$ 28.87	24.89
Brush and Roller.....	\$ 26.37	24.89
Spray and Sandblasting.....	\$ 27.12	24.89

PAIN0057-027 06/01/2023

CAMERON, CRAWFORD, POTTER, WARREN, (Excluding Columbus and
Freehold twps)

	Rates	Fringes
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PAINTER

Brush and Roller.....	\$ 30.56	23.72
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PLAS0526-002 01/01/2025

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 35.94	27.50
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PLUM0027-001 06/01/2023

ALLEGHENY, ARMSTRONG, BEAVER, BUTLER, CLARION, GREENE (Except
extreme Eastern portion), LAWRENCE, WASHINGTON (Except extreme
Eastern portion) and WESTMORELAND (City of Arnold and City of
New Kensington Only) COUNTIES

	Rates	Fringes
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Plumbers and Pipefitters

(Bridge Drain Pipe).....	\$ 48.65	25.47
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PLUM0027-009 06/01/2023

CRAWFORD, ERIE, FOREST, MCKEAN, MERCER, VENANGO and WARREN
COUNTIES

	Rates	Fringes
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Plumbers and Pipefitters

(Bridge Drain Pipe).....	\$ 46.98	25.47
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PLUM0354-005 06/01/2012

BEDFORD, BLAIR, CAMBRIA, CAMERON, CLEARFIELD, ELK, FAYETTE,
GREENE (Extreme Eastern portion), HUNTINGDON, INDIANA,
JEFFERSON, SOMERSE, WASHINGTON (Extreme Eastern portion), AND
WESTMORELAND COUNTIES

	Rates	Fringes
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Plumbers and Pipefitters

(Bridge Drain Pipe).....	\$ 35.54	19.97
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TEAM0040-006 01/01/2025

	Rates	Fringes
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TRUCK DRIVER (ALLEGHENY,

ARMSTRONG, BEAVER, BLAIR,
 BUTLER, CAMBRIA, CENTRE,
 CLARFIELD, CRAWFORD, ERIE,
 FAYETTE, GREENE, INDIANA,
 JEFFERSON, LAWRENCE, MCKEAN,
 MERCER, SOMERSET, VENANGO,
 WARREN, WASHINGTON, AND
 WESTMORELAND)

GROUP 1.....\$ 36.43 23.21

GROUP 2.....\$ 36.89 23.52

Truck drivers: (BEDFORD,
 CAMERON, CLAIRON, CLINTON,
 ELK, FOREST, FRANKLIN,
 FULTON, HUNTINGDON, MIFFLIN,
 AND POTTER COUNTIES)

GROUP 1.....\$ 36.29 23.13

GROUP 2.....\$ 36.75 23.43

FOOTNOTES: A. Hazardous/toxic waste material/work level A
 & B receive additional \$2.50 per hour above classification
 rate

B. Hazardous/toxic waste materials/Work level C & D receive
 \$1.00 per hour above classification

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle);
 Includes partsman and warehoueman. Tandem - Tri-Axle -
 Semi-Tractor Trailer (combination) (3 axles or more
 including steering axle)

GROUP 2 - Specialty Vehicles; Heavy equipment whose capacity
 exceeds that for which state licenses are issued
 specifically refers to units in excess of eight (8) feet
 width (such as Euclids, Atley Wagon, Payloader,
 Tournawagons, and similar equipment when not self loaded);
 Tar and Asphalt Distributors Trucks, Heavy Duty Trailer,
 such as Low Boy, High Boy

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>				ADDRESS				OMB No. 1235-0008 Expires 09/30/2026												
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION			PROJECT OR CONTRACT NO.													
(1)	(2)	(3)	OT OR ST	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS					(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION									TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

SPECIFICATIONS

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. The project generally consists of:
 - 1. Installation of five ADA curb ramps
 - 2. Replacement of 400 S.F. of concrete sidewalk.
 - 3. Replacement of 115 L.F. of curb.
 - 4. "No Crossing" signage installation.
 - 5. Eradication of two crosswalks, three associated crossing signals, and one push button pedestal.
 - 6. Replacement of four pedestrian crossing signal heads.
 - 7. Replacement of three Pedestrian Type B APS Push Button w/ Pole.
 - 8. Stop bar and crosswalk line painting.
 - 9. Restoration of areas disturbed by construction.

1.03 PROJECT LOCATION

- A. Project site is indicated on the "Location Map" on sheet 1 of the project drawings.

1.04 PUBLIC RELATIONS

- A. The work of this overall Project is such that the movement of equipment and materials will be through the streets of the Borough. To this end, the Contractor's attention is directed to the fact that, concerning the general public, Contractor's conduct and attitude will be closely associated with that of the Owner. Accordingly, where

operations of the Contractor require personal contact with the public, Contractor and all Contractor's employees shall conduct themselves in a courteous and respectful manner. Any violation of this Section shall be considered sufficient cause for the Owner to order discharge of the employee(s) involved from the Project, and employee(s) shall not be employed again on the Project without written permission from the Owner.

- B. Contractor's attention is directed to the fact that the work is adjacent to private property. The Contractor shall take appropriate action to minimize the impact of the work on the private property. The Contractor shall exercise extreme caution to minimize the possibility of any injury occurring to private citizens while work is not in progress.

1.05 CONTRACTOR'S USE OF PREMISES

- A. Confine construction equipment, the storage of materials and equipment, and operations of workmen to within the Project site.
- B. Storage of equipment and materials shall be as allowed under Paragraph A above. Additional storage in excess of that available at the street shall be the responsibility of the Contractor. 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.
- C. Assume full responsibility for materials stored on site (including materials for which the Owner has made payment).
- D. Transport materials remaining at the completion of the Project for which the Owner has made payment to a storage area designated by the Owner.
- E. The Contractor shall limit his use of the premises to the Work indicated, so as to allow for Owner occupancy and use by the public.
 - 1. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees 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 areas for storage are not available on-site, or if additional storage is necessary, obtain and pay for such storage off-site.

1.06 WORK SEQUENCE

- A. Submit with initial progress schedule required by Section 01300, a detailed step-by-step Work sequence, which will achieve compliance with the requirements of this Section 01010.
- B. Sequence construction operations to:
 - 1. 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.

1.07 SPECIAL REQUIREMENTS

- A. 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 of such utility relocations or modifications is considered part of the Contract Price(s) and no extra compensation will be allowed.
- B. When it is necessary to dewater trenches and other excavations provide pumping equipment, capable of handling the flows present; provide standby equipment to protect against equipment breakdown, including but not limited to extra pumps, and power generators. Cost of such equipment shall be included in the Contract Price(s).
- C. The following restrictions, as applicable, shall be observed during all hours of Work:
 1. No jackhammers, heavy equipment, or similar noise generating equipment will be used between 7:00 P.M. and 7:00 A.M. without written authorization by the Owner.
 2. Contractor shall shield adjacent properties from any supplemental lighting installed to illuminate work site.
 3. Contractor shall be responsible for resolution of complaints from adjacent property owners regarding disturbances resulting from Contractor's performance of work.
 4. All construction operations, including after hours, shall comply with Federal, State, and local noise and public nuisance regulations.
- D. Contractor shall provide protection, in the form of fences, for existing trees and physical features scheduled to remain.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Applications for Payment.
- B. Payment for Tests and Inspections.
- C. Products Stored on Project Site.
- D. Measurement and Payment.

1.02 APPLICATIONS FOR PAYMENT

- A. Submit four copies of Application for Payment at times specified in Paragraphs 14.02 and 14.07 of the General Conditions. 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 01025A attached to this Specification section. **AIA or other format forms are not acceptable.**
- C. Include the following Contractor's signed certification on Application for Payment:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive and that such payments have been made in compliance with the Pennsylvania Prompt Pay Act, Act 142/ of 1994; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest, or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective, as that term is defined in the Contract Documents.

1.03 PAYMENT FOR TESTS AND INSPECTIONS

- A. Include the costs of shop tests and shop inspections in the price of the manufactured Products, and no separate or extra payment will be made for such tests and inspections.

- B. Contractor shall employ and pay for the services of an independent firm(s) to perform laboratory and field testing and inspections as required in the various Specification Sections. Obtain approval of the proposed testing and inspection firms from Engineer. Cost of such tests and inspections shall be included in the Contract Price and no separate or extra payment will be made.

1.04 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.

1.05 MEASUREMENT AND PAYMENT

- A. General: Unit and lump sum prices **shall be all-inclusive**; they shall include among other costs, all labor (which consists of the personnel plus the time required to perform each task), material, equipment, facilities and services required to perform the Work as defined in General Conditions Paragraph 1.01.A.50. Refer to General Conditions Paragraphs 3.01.A and B for intent of the Contract Documents.
 - 1. Additional payment will not be made for removing/relocating trees, fences, 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.
 - 2. Contractor shall confine construction operations within the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications. Repair to and restoration of paved, seeded and other areas, damaged by Contractor's operations, outside of the temporary and permanent right-of-way, and other limits of work, identified in the Drawings and Specifications, shall be at Contractor's expense. The repair/restoration work and products shall be as described in the Drawings and the Specifications, and may include, but not be limited to regrading, topsoil placement, seeding, pavement reconstruction etc.
 - 3. 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.
 - 4. Contractor shall submit written request to and receive written authorization by Engineer prior to performing work for "Contingency Items."
 - 5. The following costs shall also be included in the unit and lump sum prices, as applicable:
 - a. Mobilization / Demobilization (refer to Supplementary Conditions Paragraph SC-1.01.A.55 for definitions).
 - b. Bonds and Insurance.
 - c. Contractor's overhead, profit, burden, and other expenses as allowed by the Conditions of the Contract(s).
 - d. Furnishing and installation of temporary facilities and controls required by Section 01500.

- e. Storage and transportation of material, including topsoil and suitable backfill material, to/from off-site locations.
 - f. Removal, transportation and disposal of construction debris and applicable fees, if any.
 - g. Temporary services and stand-by equipment including but not limited to generators and pumping equipment.
 - h. Removal/relocation of existing above or below-grade physical features.
 - i. Costs associated with protection of underground utilities.
 - j. Temporary Maintenance and Control of Traffic.
 - k. Suitable borrowed (imported) excavated material for backfill or topsoil.
 - l. Dewatering of excavated areas.
 - m. Erosion and Sedimentation Controls.
 - n. Signal testing, retiming, and commissioning.
 - o. Record drawings.
- 6. Change Orders: Lump sum and unit prices for Change Orders shall also include the costs listed under Subparagraph 5 above.
 - 7. Excavation Classification: **All excavation in this project is “unclassified.”**
- B. Site Demolition:
- 1. Measurement and payment at the lump sum price bid.
 - 2. Payment shall include clearing, grubbing, demolition, paint markings, and removal of all below-grade and above-grade features within the work limits indicated on the Drawings.
- C. Construct ADA Ramps:
- 1. Measurement and Payment at the lump sum price bid.
 - 2. Payment shall include excavation, removal, and disposal of excavated materials and existing ramps, furnishing and placing all materials for construction of ramps with detectable warning surfaces, concrete sidewalk sections within the ramp, and straight, depressed, and transition curb.
- D. Construct Straight, Depressed, and Transition Concrete Curb:
- 1. Measurement and payment per linear foot at the unit price bid.
 - 2. Payment shall include excavation, removal, and disposal of excavated material, furnishing and placing stone bedding, steel reinforcing as required, joint material, construction of curb, and 2A aggregate in front of and behind curb to subgrade depth.
 - 3. Depressed curb price shall include transition sections.
 - 4. Concrete straight curb price shall include curb end treatment sections.
 - 5. Surface restoration will be paid separately.
- E. Construct Concrete Sidewalks:
- 1. Measurement and Payment per square foot at the unit price bid.
 - 2. Payment shall include excavation, removal, and disposal of excavated material, furnishing and placing aggregate base, steel reinforcing, concrete, and backfill to restoration depth.
 - 3. Surface restoration will be paid separately.

- F. Full Depth Pavement Restoration:
1. Measurement and payment per square yard at the unit price bid.
 2. Payment shall include excavation, removal, and disposal of existing paving materials, furnishing and placing bituminous Superpave material to the thickness indicated on the details, compaction, sealing of joints, and cleanup.
- G. Pavement Markings – Lines:
1. Measurement and payment per linear foot at the unit price bid.
 2. Payment shall include surface preparation, furnishing, and placing thermoplastic material and protection during curing.
- H. “No Crossing” Signage:
1. Measurement and payment at the lump sum price bid.
 2. Payment shall include furnishing and installing signage and breakway, as indicated on the Drawings.
- I. Pedestrian Type B APS Push Button w/ Pole:
1. Measurement and payment at the lump sum price bid.
 2. Payment shall include excavation, removal, and disposal of excavated material, removal of existing button, concrete pedestal, conduit, wiring, wire termination, mounting hardware, type ‘B’ pole, and bush button.
 3. Surface restoration will be paid separately.
- J. Replace Pedestrian Crossing Signal Head:
1. Measurement and payment at the lump sum price bid.
 2. Payment shall include removal and disposal of existing signal head, furnishing and installing new signal head, mounting hardware, wiring, and wire termination.
 3. Surface restoration will be paid separately.
- K. Remove Pedestrian Crossing Signals at Eradicated Crosswalk:
1. Measurement and payment at the lump sum price bid.
 2. Payment shall include removal and disposal of existing signal heads at eradicated crosswalk locations, removal of mounting hardware, existing push button pedestal at eastern corner of intersection, disconnection of wiring, and installation of hole plugs.
 3. Surface restoration will be paid separately.
- L. Furnish and Install “Left Turn” Signal:
1. Measurement and payment at the lump sum price bid.
 2. Payment shall include furnishing and installing new signal heads, mounting brackets and hardware, wiring, and wire termination.
 3. Surface restoration will be paid separately.
- M. Furnish and Install Guide Rail Extension:
1. Measurement and payment per linear foot at the unit price bid.

2. Payment includes excavation, removal, and disposal of excavated material, furnishing, and installing new posts, guide rail, end treatments, and other required components.
- N. Seed Area Restoration:
1. Measurement and payment at the lump sum price bid.
 2. Payment shall include grading, furnishing, and placing topsoil and seed mix, maintenance, and general cleanup.
- O. Miscellaneous Concrete (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.
 2. Payment includes concrete where required by Engineer and not paid for under another pay item.
 3. Payment requires prior authorization by Engineer.
- P. Miscellaneous Unclassified Excavation (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.
 2. Payment includes excavation and disposal of materials to address unanticipated soil and other construction conditions and where required by Engineer but not paid under another pay item.
 3. Payment requires prior authorization by Engineer.
- Q. Miscellaneous Aggregate for Backfill (Contingency Item):
1. Measurement and payment per cubic yard at the unit price bid.
 2. Payment includes furnishing and placing Aggregate Backfill where required by Engineer but not paid under another item.
 3. Payment requires prior authorization by Engineer.

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. 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.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Pre-construction conference.
- B. Construction sequence coordination meetings.
- C. 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 representative(s).
 - 2. Contractor's Project Manager (attendance required).
 - 3. Contractor's Project Superintendent (attendance required).
 - 4. Major Subcontractors and suppliers.
 - 5. Engineer.
 - 6. Resident Project Representative.
 - 7. 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 the event of an emergency during non-working hours.
 - 2. List of major Subcontractors and suppliers.
 - 3. List of proposed Products.
 - 4. Schedule of Shop Drawing submissions.
 - 5. Schedule of Values.
 - 6. Construction progress schedule and work sequencing.
 - 7. Utility relocations.
 - 8. Procedures for submittals; Field Orders and Change Orders; and Applications for Payment.
 - 9. Control points.
 - 10. Record documents.
 - 11. Project coordination.
 - 12. Site security.
 - 13. Temporary utilities.
 - 14. Field offices.
 - 15. Housekeeping.

16. Safety and first-aid procedures.
 17. Environmental requirements.
- D. Engineer will preside at and at her/his option digitally record the conference and prepare minutes for distribution to participants.

1.03 CONSTRUCTION SEQUENCE COORDINATION MEETINGS

- A. Engineer will schedule construction sequence coordination meetings at critical times during the construction period to discuss interfacing of the new work with the existing facilities and to discuss the Contractors' plans for maintaining the facility in operation. In general, meetings will be scheduled a minimum 7 calendar days prior to major shutdowns/equipment changeovers.
- B. Attendance:
1. Owner's representative(s).
 2. Contractor's Project Manager (attendance required).
 3. Contractor's Project Superintendent (attendance required).
 4. Major Subcontractors, including by-pass pumping subcontractor when applicable.
 5. Engineer.
 6. Resident Project Representative.
 7. Others as appropriate for agenda topics for each meeting.
- C. Agenda:
1. Review of schedule for shutdowns and/or changeovers.
 2. Review of bypass pumping plan, when applicable.
 3. Review of shutdown/changeover procedures.
 4. Review of plan for maintaining operations during shutdown/changeover.
 5. Discussion of any anticipated problems which may impede planned schedule.
 6. Review of contingency plans for maintaining/restoring service in the event of problems.
 7. Review of operational issues associated with planned shutdown/changeover.
 8. Resolution of any outstanding operational concerns about maintenance of service.
 9. Coordination of work of all trades.
 10. Other business relating to work.
- D. Engineer will preside at and at her/his option digitally record the conference and prepare minutes for distribution to participants.

1.04 PROGRESS MEETINGS

- A. Engineer will schedule monthly progress meetings throughout the construction period.

B. Attendance:

1. Owner's representative(s).
2. Contractor's Project Manager (attendance required).
3. Contractor's Project Superintendent (attendance required).
4. Major Subcontractors and suppliers.
5. Engineer.
6. Resident Project Representative.
7. Others as appropriate for agenda topics for each meeting.

C. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

- D. Engineer will preside at and at her/his option digitally record the conference 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. Manufacturers' instructions.
- G. Manufacturers' certificates and warranties.
- H. Construction progress schedules.
- I. 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, prior to, not as part of a 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. Submit one set of reproducible, plus two copies, which will be retained by Engineer.
- B. 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 two 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 MANUFACTURERS' INSTRUCTIONS

- A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.08 MANUFACTURERS' CERTIFICATES AND WARRANTIES

- A. When specified in individual Specification Sections, submit manufacturers' certificates and sample warranties to Engineer for review, in quantities specified for Product data.
- B. Indicate Product conforms to or exceeds specified requirements. Submit supporting computations, reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.
- D. When required by individual Specification Sections, include a "Letter of Assurance" specified previously in Article 1.05.
- E. When Supplementary Conditions specify certain regulatory restrictions concerning origin of Products (for example, that any steel used on the Project must be a Product of the United States), submit a certificate from Products manufacturer that Products supplied to the Contractor are in conformity with the regulatory requirements.
- F. Submit sample(s) of manufacture's warranties to Engineer, for review, in quantities specified for Product Data. Actual Warranty Certificate shall be submitted when specified in Section 01700.

1.09 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit four copies of progress schedule prior to pre-construction meeting for Owner and Engineer review. Revise and resubmit at pre-construction meeting.
- 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 may be reason for the Engineer to recommend 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.
- G. Submit a bar chart (Gantt chart) showing, for each activity on each submittal:
 - 1. Anticipated start calendar date.
 - 2. Anticipated completion calendar date.
 - 3. Actual start calendar date.
 - 4. Actual completion calendar date.
 - 5. Percentage of activity completed on calendar date of each submittal.

1.10 SUBMITTALS SPECIFIED IN OTHER DOCUMENTS/SECTIONS

- A. Applications for Payment: Section 01025.
- B. Schedule of Shop Drawing Submittals: General Conditions 2.05.
- C. Requests for Substitutions: General Conditions 6.05, as amended by the Supplementary Conditions Paragraphs SC-6.05.A through SC-6.05.L.
- D. Claim Documentation: General Conditions 10.05 and 12.02.A.
- E. Documentation Required with Applications for Progress Payments and Final Application for Payment: General Conditions 14.02.A and 14.07.A.
- F. Emergency Crew Names, Addresses, and Telephone Numbers: Supplementary Conditions 6.16.
- G. Supervisory Personnel Names and Phone Numbers: Section 01200.
- H. Reports on Tests and Inspections: Section 01400.
- I. Record Documents: 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.
- C. Inspection and testing laboratory services.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over subcontractors, suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 REFERENCES

- A. Conform to reference standards cited in Specifications.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- D. Measurement or payment provisions included in a reference standard are not applicable to this Project.

1.04 INSPECTION AND TESTING LABORATORY SERVICES

- A. Method of paying for the services of an independent firm(s) to perform inspection and testing is specified in Section 01025.
- B. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by the Engineer.
- C. Reports will be submitted by the independent firm to the Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents. Reports will be submitted to Engineer within 48 hours after completion of test.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
 - 1. Notify 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. 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 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Regulatory requirements.
- B. Temporary sanitary facilities.
- C. Barriers.
- D. Water control.
- E. Dust control.
- F. Protection of installed work.
- G. Parking.
- H. Progress cleaning.
- I. Safety equipment.
- J. Removal of utilities, facilities.

1.02 REGULATORY REQUIREMENTS

- A. Comply with applicable laws and regulations of authorities having jurisdiction, including but not limited to building codes, health and safety regulations, utility company regulations, and environmental protection regulations.
- B. Provide electrical equipment which is UL listed.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide self-contained single-occupant toilet units of the chemical, aerated-circulation, or combustion type. Units shall be properly vented and fully enclosed with a shell of glass fiber-reinforced polyester or similar non-absorbent material.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing wetlands and adjacent properties from damage from construction operations.

- B. Provide protection for plant life designated to remain. Replace damaged plant life.

1.05 WATER CONTROL

- A. At all times during the construction of Work on this Project maintain the flow of storm water and naturally occurring water and channels affected by the Work.
- B. Contractor assumes responsibility for damages to property caused by flooding due to blocking or restriction of storm water passages, natural waterways, and wastewater facilities.
- C. See other water control requirements under Section 01560 -- "Soil Erosion and Sedimentation Control".

1.06 DUST CONTROL

- A. Perform dust control whenever a dust nuisance or hazard occurs and whenever directed by the Engineer or Resident Project Representative.

1.07 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.

1.08 PARKING

- A. When site space is not adequate, provide additional off-site parking.

1.09 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain each site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from each site daily and dispose off-site.
- C. Maintain cleaning each site until Final Completion and acceptance of the Work by Owner. Cleaning shall include removal of weeds and other objectionable vegetation.
- D. Remove mud and construction debris on a daily basis from paved surfaces used by the Contractor.

1.10 SAFETY EQUIPMENT

- A. First Aid Supplies: Comply with governing regulations.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01560

SOIL EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Work required by regulations to prevent soil erosion and control sedimentation during Work on the Project.

1.02 SEDIMENT AND EROSION CONTROL PLAN

- A. The requirements of the Sediment and Erosion Control Plan are given in the following Articles of this Section. Construction details for various Sediment and Erosion Control measures are shown on the Drawings.

1.03 REGULATORY REQUIREMENTS

- A. The sediment and erosion control measures are subject to inspection by State, county, and local regulatory agencies. The Contractor shall be fully responsible for constructing and maintaining the sediment and erosion control measures to the extent that they are, at all times, acceptable to the regulatory agencies. The Contractor shall be liable for payment of any fines or legal costs that the Owner may incur as a result of the Contractor's failure to properly construct and maintain the sediment and erosion control measures.
- B. One objective of the "Sediment and Erosion Control Plan" is the protection of private property. To assist any damaged property owners in redress of grievances, the following stipulations are made:
 - 1. Any silt, sediment, or mud leaving the construction site will be construed as damage to neighboring property and evidence of negligence on the part of the Contractor.
 - 2. Any damages claimed by neighboring property owners will be rectified and restitution made by the Contractor.
- C. Comply with the requirements of Chapter 102 of Pennsylvania Administrative Code Title 25 as authorized by the Clean Streams Law, Act 222, as amended.

1.04 CONSTRUCTION SEQUENCE

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

- B. Conduct construction operations in accordance with the “Construction Sequence” notes provided on the associated plans titled “Erosion and Sediment Control Notes and Details”.

1.05 GENERAL SEDIMENT AND EROSION CONTROL METHODS/PROCEDURES

- A. In all cases, the smallest practical area of land surface shall be disturbed.
- B. Topsoil shall be stripped and placed up slope from proposed construction areas where possible. Topsoil shall be kept separate from all other materials.
- C. Stockpiles of stripped topsoil, or excavated material and other erodible/soluble areas and materials shall be stabilized immediately.
- D. Excavated material shall be placed up slope from the excavation whenever possible. Runoff from spoil piles shall be directed through a sediment filter structure and discharged in a non-erosive manner. Stockpiles of excavated material shall be stabilized immediately.
- E. Utility excavations shall be open only long enough to properly install and inspect all underground facilities in accordance with applicable Specification Sections.
- F. Dewatering equipment discharge shall be directed onto a stabilized surface so that erosion does not occur. Discharges shall be directed through a sediment filter structure or sedimentation basin and discharged in a non-erosive manner.
- G. Backfilled excavations shall be restored to original type of cover and grade in accordance with Specifications. Temporary stabilization is required for any and all erodible/soluble areas and materials.
- H. Areas to be seeded or sodded shall be finish graded with six inches of topsoil unless otherwise specified. Positive drainage shall be maintained away from all structures. No isolated low spots shall be created.
- I. All sediment shall be prevented from entering storm drains, or watercourses through use of appropriate sediment filtration Products or systems.
- J. Construction access from unpaved areas to paved areas or streets (public or private) shall be via a stabilized construction entrance. The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto the paved surface. Sediment spilled, dropped, or tracked onto paved surface shall be removed immediately.
- K. Refer to Drawings for additional information and details.

1.06 SPECIFIC SEDIMENT AND EROSION CONTROL PROCEDURES

A. Clearing/Grubbing:

1. Upstream diversion facilities shall be constructed and operational prior to removal of vegetation from Project areas. This system shall divert surface runoff away from the construction area.
2. A temporary diversion and collection system shall be provided at the downstream limits of all areas to be stripped. This facility shall be in place and functional prior to stripping operations. This system shall collect sediment-carrying water from the construction area and convey it to temporary or permanent sediment traps for non-erosive discharge onto stabilized areas.
3. Temporary and permanent sediment traps and discharge structures shall be located such that all surface water leaving the construction area passes through them.

B. Dewatering Operations: Dewatering operations, when required, shall discharge through sediment traps onto non-erodible surfaces. Existing sediment trap structures may be utilized or additional structures may be required.

C. Filter Sock: Water permeable compost filter sock, weed free product, derived from a well-decomposed source of organic matter, free of any refuse, contaminants, or other materials toxic to plant growth. Non-composted products will not be accepted. Test methods for the items below should follow USCC TMECC guidelines for laboratory procedures.

1. Composted Product:
 - a. pH: 5.0 – 8.0 in accordance with TMECC 04.11-A, “Electrometric pH Determinations for Compost”.
 - b. Particle Size: 99% passing a 2” sieve and a minimum of 60% greater than the 3/8” sieve in accordance with TMECC 02.02-B, “Sample Sieving for Aggregate Size Classification”.
 - c. Moisture content of less than 60% in accordance with standardized test methods for moisture determination.
 - d. Material shall be relatively free (<1% by dry weight) of inert or foreign man-made materials.
 - e. A sample shall be submitted to the Engineer for approval prior to being used and must comply with all local, State, and Federal regulations.
 - f. Acceptable Manufacturer:
 - 1) Filtrex International, LLC.
 - 2) Or Equal.
2. Filter sock shall be placed at locations as shown on the Drawings, or as directed by the Engineer. Filter sock should be installed parallel to the base of the slope or other affected area, perpendicular to sheet flow.
3. Contractor shall maintain the filter sock in a functional condition at all times and it shall be routinely inspected.
4. Sock repairs shall be made in accordance with manufacturer recommendations.

5. Contractor shall remove sediment collected at the base of the filter sock when they reach one-half of the exposed height of the filter sock, or as directed by the Engineer.
6. The filter sock shall be dispersed on site when no longer required, as determined by the Engineer.

D. Stabilized Construction Entrance:

1. Install stabilized construction entrance at each point where construction traffic leaves Project site and enters any paved or public roads.
2. Stabilized construction entrances shall be used to reduce tracking of mud onto paved roads.
3. Any sediment or mud which flows or is tracked onto any paved or public roads shall be removed daily.
4. The stabilized construction entrance shall be removed when permanent pavement structure will be constructed.
5. See Drawings for details on construction of stabilized construction entrance.

1.07 RESTORATION

- A. After completion of construction, remove all temporary erosion and sedimentation control devices. Restore areas in which these devices were located to the original condition or to the condition called for by the Contract Documents.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01570

TRAFFIC REGULATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. General requirements for control of public traffic through the Work area with the goal of ensuring safe and efficient traffic movement and providing safe working conditions for Contractor's personnel.

1.02 REGULATORY REQUIREMENTS

- A. Requirements of Regulatory Agencies
 - 1. Traffic regulation on streets other than State Highways shall be performed in accordance with the requirements of Greencastle Borough.
 - 2. Minimum work zone traffic control shall be in accordance with PADOT Publications 213 and 212.
- B. State Highways:
 - 1. The Contractor shall provide traffic control and devices in compliance with the rules and regulations of the Pennsylvania Department of Transportation (PA DOT), including but not limited to the following:
 - a. PA Code Title 67, Transportation: Chapter 212.
 - b. PA Code Title 67, Transportation: Chapter 459 - Occupancy of Highways by Utilities.
 - c. Section 901 "Maintenance and Protection of Traffic During Construction" of the Commonwealth of Pennsylvania Department of Transportation Specifications Publication 408, latest edition, and such other sections therein which complement Section 901.
 - 2. Traffic control requirements are as indicated on the Drawings by way of diagrams based on PA DOT regulations.
 - 3. The traffic control diagrams shall be used to establish the minimum requirements for the Project and in no way preclude the installation of additional control measures.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT HANDLING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Transportation and handling.
- B. Storage and protection.

1.02 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.03 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive Products in weather-tight, climate controlled enclosures.
- B. 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 ensure Products are undamaged and are maintained under specified conditions.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.

1.02 CLOSEOUT PROCEDURES

- A. General Conditions Article 14 contains detailed requirements for Project closeout. Sequence of closeout procedures is as follows:
 - 1. Contractor submits written request for closeout inspection to Engineer.
 - 2. Owner, Engineer, and Contractor conduct **initial closeout inspection**.
 - 3. Engineer prepares "punchlist" of items to be completed and submits to Contractor.
 - 4. Contractor completes items on punchlist and requests re-inspection.
 - 5. Engineer and Contractor conduct re-inspection.
 - 6. If, on the basis of re-inspection, Engineer believes Project to be substantially complete, Engineer prepares a **tentative certificate** of Substantial Completion and submits to Owner for approval. **Tentative certificate** shall include a list of items to be completed and time limit for their completion. List of items to be completed will include deficiencies in cleaning and in submittal of extra materials, inspection certificates from regulatory agencies, Record Documents, warranties, and other items required by the Contract Documents.
 - 7. When Owner approves the **tentative certificate**, Engineer issues to the Contractor a **definitive** Certificate of Substantial Completion as described in the General Conditions.
 - a. **The definitive certificate of Substantial Completion fixes the date of Substantial Completion.**
 - b. **In no event will the Work be certified as substantially complete until at least 90 percent of the Work is completed.**
 - c. **Partial utilization of any portion of the Work does not constitute Substantial Completion.**
 - 8. When Contractor completes the list of items, as issued with the **definitive** Certificate of Substantial Completion, he requests final inspection.
 - 9. Owner, Engineer, and Contractor conduct final inspection.
 - 10. If Owner and Engineer agree that all items have been completed, Contractor will submit Final Application for Payment.
 - 11. Contractor submits to the Engineer Final Application for Payment, including all documents required by General Conditions' Paragraph 14.12, and any other

portion of the Contract Documents; Final Payment will not be made until these documents have been received by the Engineer. Final Applications for Payment shall identify total adjusted Contract Price, previous payments, and amount remaining due.

12. When Engineer approves Final Application for Payment, he submits to Owner with recommendation for payment.
13. Owner makes final payment to Contractor, deducting the amount of liquidated damages and the amount of any unresolved claims, which have been filed against the Owner in connection with the Work.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Rake landscaped areas.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site. Do not bury debris or excess materials on Owner's property; do not burn waste materials on site, but remove and dispose of in a lawful manner.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other Modifications to the Contract.
 5. Reviewed Shop Drawings, Product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product Section description of actual Products installed, including the following:
 1. Manufacturer's name and Product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Measured elevations of site improvements in relation to site datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to site datum and base lines.
 3. Field changes of dimension and detail.

- 4. Details not on original Drawings.
- 5. Post-Construction surveys specified in Section 01050.
- F. Delete Engineer title block and seal (by crossing out) from Record Drawings.
- G. Include the following Contractor's signed statement on each Record Drawing sheet:

These Record Drawings have been prepared by

(Name of Contractor)

and accurately reflect as-built conditions. Responsibility for accuracy of the Record Drawings rests with the Contractor.

- H. Submit documents to Engineer with request for closeout inspection. (See Paragraph 1.02.A.1 of this Section.).
- I. **Certificate of Substantial Completion will not be issued until acceptable Record Drawings have been submitted.**

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

NOT APPLICABLE TO THIS SECTION

END OF SECTION

SECTION 02015

PROTECTION OF UNDERGROUND UTILITIES

PART 1 - GENERAL

1.01 PROJECT CONDITIONS

- A. In preparation for and prior to commencing with the excavation work required by this Project, Contractor shall comply with the requirements of Pennsylvania Underground Utility Line Protection Law, Act 287 of 1974, as amended by Act 50 of 2017, Underground Utility Protection Law AKA PA One Call Law (the Law) and this specification Section.
- B. The existence and location of underground utilities shown on the Drawings is based on information supplied by the underground utility owners in accordance with the Law. Neither the Owner nor the Engineer warrants the accuracy of this information; this information is intended to serve as notification that such utilities exist in the general proximity of the Work.
 - 1. Contractor shall be responsible for the protection against direct or indirect injury of known existing underground pipes, conduits, utilities, and structures, or other property in the vicinity of the Work, or those that may be discovered during performance of the Work.
 - 2. Contractor shall maintain on site, during performance of the Work, a sufficient quantity of suitable materials, for sustaining or supporting any structure or utility that may be uncovered, which may be weakened, or otherwise compromised, whether or not such structure or utility is indicated on the Drawings.
 - 3. Cost of the work associated with protection of utilities shall be included in the Contract Price.
- C. The Contractor shall comply with notification provisions of the Law. Excavation shall only begin after notification by the Contractor of its intent to dig, is given to the One-Call System, within the time required by the Law. Damage to existing utilities resulting from the failure of the Contractor to follow the notification requirements of the Law shall be at Contractor's expense and no additional compensation will be provided.
 - 1. Contractor shall notify the utility not less than three nor more than ten business days prior to beginning excavation or demolition work.
 - 2. In case of complex projects notification shall be given not less than ten business days prior to beginning excavation or demolition work.
 - 3. If the Contractor removes its equipment and vacates the work site for more than two business days, (s)he shall notify the One Call System again, unless other arrangements have been made directly with the utility owner(s) involved.
 - 5. If the location of excavation changes, a new notification shall be made.
 - 6. Contractor shall provide the One-Call System with specific information to identify the site of the proposed work. Contractor shall provide any other information requested by the One-Call System.
 - 7. Contractor shall obtain a serial number from the One Call System evidencing compliance with notification requirements of the Law.

8. Contractor shall schedule and conduct a preconstruction meeting with the utility owners. Written notice of this meeting shall be provided to the Engineer a minimum of seven (7) business days in advance of the meeting. When a utility owner, with facilities located within the project area, requests a meeting with the Contractor, the Contractor shall promptly arrange and attend such a meeting. Contractor shall provide full accounting of any such meetings to the Engineer.
 9. 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.
 10. If the Contractor has reason to believe that the facilities have been overlooked or marked incorrectly, the Contractor shall contact the One Call System and re-notify the utility owner. If, after re-notification, sufficient information to safely excavate is still not provided, Contractor shall be compensated, by the Owner, in accordance with the payment provisions of the Law and of the Contract, for all costs resulting from repairs to, or replacement of damaged, existing underground utilities or structures.
- D. Contractor shall establish procedures, for emergency action and repairs to utilities accidentally damaged during construction, with the utility owners prior to the commencement of work. During the course of the work, if the Contractor accidentally damages an existing utility, the Contractor shall immediately follow the established procedures for emergency action and repairs.
1. Contractor shall immediately notify 911 and the utility owner if the damage results in the escape of any flammable, toxic, hazardous or corrosive gas or liquid, which endangers life, health, or property.
 2. Contractor will not be subject to liability, or incur any obligation to utility owner, or others who sustain injury to person or property, if Contractor has complied with the terms of the Law and has not otherwise been negligent.
 3. When the Contractor damages a utility during the excavation work and the damage results in personal injury or property damage to parties other than the Contractor or the utility owner, the Contractor shall submit an incident report to the Pennsylvania Public Utility Commission and to any other agency required by the Law, no later than ten (10) business days after the incident. A copy of the incident report shall also be submitted to the Engineer and Owner.
- E. **Provided that existing services had been correctly marked prior to excavation operations and further provided that the Contractor did not further damage the existing service line(s)**, when the Contractor, during the progress of the excavation, uncovers utility services, which because of previous (concealed) damage or age are in poor condition, the Contractor shall immediately notify the utility owner in order that steps may be taken for replacement or repair.
1. Locations of repairs, and the procedures of repairs that have been made by Contractor, at the direction of the utility owner, shall be recorded by the Contractor.

2. Contractor shall be compensated, by the Owner, in accordance with the payment provisions of the Law and of the Conditions of the Contract, for all costs resulting from repairs, or replacement authorized by the utility owner.
 3. In the event the Contractor, during the progress of the excavation, further damages the existing service line(s) (s)he shall be responsible for the resulting costs.
- F. Pipes, conduits, and other underground utilities exposed as a result of the Contractor's operations, shall be adequately supported, along their entire exposed length, by timber or planking, installed in such a manner that the anchorage of the supporting members will not be disturbed or weakened during the backfilling operations. Backfill of selected material shall be carefully placed and compacted under and around the supports, and all supports shall be left in place as a guard against breakage of the supported facility due to trench settlement.
- G. Contractor shall perform exploratory excavations when, in the opinion of the Engineer, the utility owner, or the project owner, it is necessary to determine, or confirm the location(s) of existing underground structures and utilities.
1. Contractor shall excavate test pits to determine the location and elevation of existing subsurface utilities, or structure(s) at locations where indicated on the Drawings and other areas as directed by the Engineer. Excavate such test pits in the presence of an authorized representative of the utility/structure owner. Contractor may not proceed with excavation work without the prior notification and approval of the owner of the subsurface utility, or structure(s).
 2. Contractor may not proceed with excavation work in locations where new utility lines are to be connected to existing utility lines until test pits have been dug and the exact location and elevation of the existing utility has been determined.
 3. Work required for digging test pits at the request of the Engineer, utility owners or other interested parties will be classified as "Miscellaneous Unclassified Excavation".
 4. Test pits or other miscellaneous excavation performed for the Contractor's convenience will be at Contractor's expense.
- H. Contractor shall plan the excavation to avoid damage to or minimize interference with underground utilities in the construction area. Excavation that requires temporary or permanent interruption of a utility service shall be coordinated with the affected utility owner.

PART 2 - PRODUCTS

NOT APPLICABLE TO THIS SECTION

PART 3 - EXECUTION

3.01 PAYMENT FOR ADDITIONAL WORK

- A. General: The cost for repair and/or support of existing underground utilities and structures damaged during construction, including those found to have been damaged previously (concealed), or in poor condition due to age, will be paid as follows:
1. If the utility/structure was properly and correctly marked, in accordance with the Law, Contractor shall be responsible for all costs, including support material left in place.
 2. If the utility/structure was not shown, or was marked improperly or incorrectly, and not in accordance with the Law, Contractor will be compensated for the work performed in accordance with the payment provisions of the Contract and as further specified below.
 3. Payment of work for repair/replacement of a utility/structure, which was properly and correctly marked, in accordance with the Law, but was found to have been damaged previously (concealed), or in poor condition due to age, shall be as specified in Paragraph 1.01.E.2 above.
- B. When information on the location of existing utilities is not provided, the information provided is inaccurate or incorrect, or uncharted or incorrectly charted utilities are encountered, the Contractor shall determine the location of the existing utilities by utilizing prudent techniques including excavating test pits. The Contractor shall submit written notification to the Engineer apprising the Engineer of the conditions that have warranted the notification and request for additional compensation. In the event that written notification cannot be immediately provided, the Contractor may provide oral notification to the Engineer followed by written notification no later than three (3) business days thereafter. After submission of written notification, the Contractor will be entitled to additional compensation in accordance with the Law.
1. Where a price for additional excavation has been indicated in the Contract Documents, payment will be made as "Miscellaneous Unclassified Excavation". When a price is not indicated, the extra work will be paid on a force account (time and material) basis in accordance with the latest edition of the Pennsylvania Department of Transportation Publication 408, Specifications.
 2. When claiming extra work on a force account basis, the Contractor shall complete a Force Account Daily Sign-Off form (PA DOT CS-4347) on a daily basis. The Engineer or an authorized representative of the Owner shall countersign the sign-off form. Failure to complete the sign-off form on a daily basis may constitute grounds to deny additional payment.
 3. Contractor shall submit a change order request for the extra force account work. The change order request shall include a Negotiated Price Cost Justification form (PA DOT CS-4347CJ) as well as copies of the daily sign-off forms for the period covered under the change order request. Fees for subcontractors, overhead and profit, and other costs, as may be allowed by the Conditions of the Contract, shall be in accordance with the Conditions of the Contract. The Engineer reserves the right to require additional documentation to substantiate the amounts claimed in the change order request.

4. The change order request will be processed in accordance with the Conditions of the Contract.

END OF SECTION

SECTION 02052

DEMOLITION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Site Demolition.

1.02 RELATED SECTIONS

- A. Final Grading: Section 02260.

1.03 SITE CONDITIONS

- A. General: Demolition work, as specified herein, is not intended to be performed as a wrecking operation but as preparatory work relative to the performance of the various construction operations of the Project specified in other Sections of these Specifications.
- B. Contractor shall be responsible for damages the existing roadway, mountable concrete curb, signage, traffic signal, and/or the associated underground conduit, the contractor will be required to repair and/or replace, as necessary. Repair and/or replacement will be at the discretion of the Engineer at no cost to the Owner.
- C. Exterior Dust Control: To prevent unnecessary spread of dust during Performance of exterior demolition work, thoroughly moisten surfaces and debris as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the site. Water for use in dust control shall be obtained from Contractor's own source.
- D. Protection: Exercise care during demolition work to confine demolition operations to the areas indicated on the Drawings. The physical means and methods used for protection are at the Contractor's option. However, the Contractor shall be responsible for replacement and restitution work of whatever nature at no expense to the Owner.
 - 1. When public safety is endangered during the progress of the demolition work, provide adequate protective measures to protect the public, and pedestrian and vehicular traffic on streets and walkways adjacent to the Project Site.
 - 2. Signs, signals, and barricades used shall conform to requirements of Federal, State, and local laws, rules, regulations, precautions, orders, and decrees.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials needed or required for temporary protection in the form of barricades, fences, enclosures, etc., may be pre-used construction materials of sound condition and reasonably clean. However, the condition of same materials shall meet or exceed the requirements of governing agencies or approving bodies as may be involved with the work.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to performance of the actual work, carefully inspect the entire site and locate those objects designated to be demolished and removed.
- B. Locate existing exposed and buried active utilities and determine the requirement for their protection, or their disposition with respect to the demolition work.

3.02 PERFORMANCE

- A. General: The means and methods of performing demolition and removal operations is the sole responsibility of the Contractor. However, equipment used, and methods of demolition and removal will be subject to approval of the Engineer.
- B. Debris Removal: Dispose of demolition debris off-site in a lawful manner.
- C. When removing concrete slabs, saw cut such slabs at the limits of removal to ensure a smooth, uniform joint with new concrete installation.
- D. Work carefully to not damage the existing concrete curb or roadway.

END OF SECTION

SECTION 02202
ROCK REMOVAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Removal by methods other than blasting of rock discovered during excavation and site preparation.

1.02 PROJECT CONDITIONS

- A. **Classification of Excavated Materials: As specified in Section 02210.**

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. RockFrack.
 - 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 eight inches 8 inches below subgrade of the swale, berms and embankments, or to a depth shown on the Drawings.
 - 2. Cut away rock at excavation bottom to form level bottom of swale.
 - 3. Remove excavated material from site.
 - 4. Correct unauthorized rock removal in accordance with directions of Resident Project Representative.
- B. Chemical Method: Follow splitting agent manufacturer's printed instructions for preparation, application, and precautions during use of the Product.

END OF SECTION

SECTION 02210

SITE GRADING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Rough grading.
- B. Aggregates.

1.02 RELATED SECTIONS

- A. Soil Erosion and Sedimentation Control: Section 01560.
- B. Removal of Rock: Section 02202
- C. Finish Grading: Section 02260.

1.03 DEFINITIONS

- A. Rock Excavation: Consolidated hard mineral material in solid beds or masses, in original or stratified position, and boulders greater than 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 will also be classified as rock if the volume requiring removal at any single location exceeds one-half cubic yard.
 - 1. Soft disintegrated rock which can be removed with a pick, material which can be broken down by a sledge hammer, or loose, shaken, or previously-blasted rock, shall not be classified as rock excavation.
- B. Earth Excavation: Materials of any kind in the excavation which, in the opinion of the Engineer, cannot be classified as rock excavation.
- C. Unclassified Excavation: Removal of materials of any kind in the excavation, including rock excavation.
- D. Miscellaneous Unclassified Excavation: Unclassified excavation required by the Engineer and not included in other items for payment.
- E. Subgrade: Prepared earth surfaces on or over which additional materials will be placed or work is to be performed. Includes bottom of basin, berms, and embankments.

1.04 SITE CONDITIONS

- A. **Classification of Excavated Materials:** Under this Contract, all excavation, which may include rock, is unclassified.
- B. Environmental Requirements:
1. Do not perform grading when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated or frozen in place soil and precipitation of any kind present on the soil or occurring during the Work.
 2. Exercise the necessary means and methods to control dust on the site as well as in the off-site work areas where excavation and grading are required.
 3. Do not leave the site in a dusting condition following the work of this Section. If necessary, employ a watering schedule to control the dust.
 4. Do not use frozen material in performing the work or place materials on frozen surfaces.
 5. When it is necessary to haul soft or wet soil material over roadways, use suitably tight vehicles to prevent spillage. Clear away spillage of materials on roadways caused by hauling at no expense to the Owner.
 6. Plan work so as to provide adequate protection during storms with provisions available at all times for preventing flood damage.
- C. Protection: Assume all risks attending the presence or proximity of overhead or underground public utility and private lines, pipes, conduits and support work for same, also existing structures and property of whatever nature, in or over excavations or adjacent to such excavations. Complete responsibility for replacement and restitution work of whatever nature to the above, as damaged or destroyed by work of this Contract, rests solely with the Contractor and at no expense to the Owner.
1. Outside Rights-of-way: Take necessary precautions to protect trees, shrubs, lawns and such other landscaping from damage. Restitution work for damages rests solely with the Contractor and at no expense to the Owner.
 2. Temporary Protective Construction: Erect and maintain without expense to the Owner, substantial barricades to exclude pedestrians or vehicles.
- D. Explosives and Blasting: Not permitted in performance of site grading work.
- E. Prior to any excavation activity the Pennsylvania One Call System must be contacted.
- F. Borrow Excavation: When the required quantity of suitable fill/backfill material exceeds the quantity of suitable on-site excavated material, provide borrow excavated material at no additional cost to the Owner. If borrow excavated material is needed, notify the Engineer sufficiently in advance to permit the Engineer to verify such need and to confirm the proposed borrow material's suitability. Engineer will approve, in writing, borrow excavated material prior to its use. All borrow fill/backfill shall meet the requirements of Item 2.01.A. of this Section.
- G. Excess Excavated Material: No right of property in materials is granted to the Contractor of excess on site excavated materials prior to completion of Site Work. This

provision does not relieve the Contractor of the responsibility to remove and dispose of surplus excavated materials as well as unsuitable material such as sod, stumps and spongy soil, and excess rock, which shall be removed by the Contractor and disposed legally off-site. Costs for loading, transportation and disposal of excess and unsuitable material, and of rock shall be included in the Contract Price

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Backfill/Fill: On-site, or borrow excavated or borrow soil or soil-rock mixed materials free of topsoil, vegetation, lumber, metal, and refuse; and free of rock or similar hard objects larger than six inches in any dimension. Rock to soil ratio shall not exceed one part rock to three parts soil.
- B. Coarse Aggregate Material: Use aggregates conforming to PDT Section 703.2, as shown on Drawings.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Salvaged Topsoil: Within the areas indicated for grading, strip turf and topsoil to the depth of suitable topsoil material and stockpile for subsequent topsoiling operations.
 - 1. Topsoiling: Performed as work of Section 02260.
- B. Stockpiling: Place topsoil storage piles separate from other excavated material, within the limits of the project, on well-drained land and at locations not interfering with the performance of Work.

3.02 PERFORMANCE

- A. Erosion Control: Implement erosion control measures during performance of work of this Section. Erosion Control as specified in Section 01560.
- B. Overlot Grading: Perform rough grading over the site within the areas to be graded as indicated on the Drawings.
 - 1. Topsoiled Areas: Not more than 0.15 ft. above or below indicated grade less specified topsoil depths.
 - 2. Vehicle Traffic Areas: Not more than 0.10 ft. above or below indicated grade less specified or indicated depths of paving and aggregate base.
- C. Removing Obstructions:
 - 1. Where rock is encountered at proposed subgrade elevations, remove such for a depth of eight inches below proposed subgrade.

2. At excavation bottom, cut rock to form level bottom of basin.
 3. Removal of Rock by Means Other Than Blasting: Where removal of rock is required, remove as specified in Section 02202, or by other Engineer approved methods.
- D. Roadway Excavation: Excavate or otherwise remove and satisfactorily dispose of materials located within the limits indicated on the Drawings for roadways.
1. Excavate to roadway subgrade depths required, and cut drainage channels and waterways as detailed.
 2. Excavate subgrade material determined unsatisfactory in the opinion of the Engineer. Refill such areas to required elevation with Backfill.
- E. Roadway grading: Shape subgrade of roadways, intersections, approaches, entrances and adjoining pedestrian walkways to no more than 0.10 foot above or below the elevations indicated on the Drawings.
- F. Compaction: Compact finished subgrades to the minimum final density percentages specified herein which are based on the maximum dry weight density of subgrade materials at their optimum moisture content.
1. Overlot Grading: Not less than 90%.
 2. Roadway Subgrade: Not less than 95%.

3.03 FIELD QUALITY CONTROL

- A. Field Moisture-Density Tests: When deemed necessary by the Engineer the Contractor will be required to conduct a minimum of two field moisture-density determinations on Site Grading work at locations designated by the Engineer.
1. The moisture content at which the maximum density of the Backfill is obtained with a given compactive effort, AASHTO T99, shall be considered the optimum moisture content.
 2. Determine compaction density of embankment in accordance with AASHTO T191 or AASHTO T310.
 3. Field compaction density may be determined by Nuclear Density Testing, ASTM D6938; or the Rubber Balloon Method, ASTM D2167, but only with Engineer's written permission.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Trench Excavation for Electrical Work.
- B. Bedding, Backfill, and Compaction.
- C. Surface Restoration.

1.02 RELATED SECTIONS

- A. Soil Erosion and Sedimentation Control: Section 01560.

1.03 PROJECT CONDITIONS

- A. Classification of Excavated Materials: Under this Contract, all excavation is unclassified. No consideration will be given to the nature of materials encountered in excavating operations. Therefore, as unclassified excavation, no additional payment will be made for difficulties occurring in excavating and handling of materials.
- B. Safety Requirements: Contractor, during performance of the work described in this section, shall be responsible for and shall observe all safety precautions, and provide all necessary equipment and personnel, as required by Federal, state and local agencies. Refer to Section 02151 for specific requirements pertaining to shoring of excavated areas.

PART 2 - PRODUCTS

2.01 MATERIAL

- A. Backfill Material: On-site or borrow 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: As indicated on the Drawings.
- C. Seed Mixture (For Restoration of Seeded Areas): As indicated in Section 02260.

- D. 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. Magnetic.
 - 3. Provide for the following:
 - a. Electric: Red

PART 3 - EXECUTION

3.01 TRENCH PREPARATION AND EXCAVATION

- A. Perform soil erosion control work in accordance with requirements of Sediment and Erosion Control: Section 01560.
- B. Perform sheeting and shoring in accordance with requirements of Shoring: 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 and specified herein, or as directed by the Engineer.
 - 1. Excavation shall be made by open cut, unless written permission to tunnel or bore is given by the Engineer or is 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, 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.
- D. Stripping, Storing and Restoring Surface Items: The Contractor shall remove all paving, sub-paving, curbing, or other similar materials, and grub and clear the surface over the area to be excavated. He shall properly store and preserve such materials that may be required for future use in restoring the surface. The Contractor shall be responsible for any loss or damage to said materials because of careless removal or neglectful or wasteful storage, disposal, or use of the materials.
 - 1. The Contractor shall restore all shrubbery, fences, poles or other property and surface structures, removed or disturbed as a part of the work, to a condition equal to that before the work began, furnishing all labor and materials incidental thereto, without any additional cost to the Owner.
 - 2. The Engineer may mark certain trees, shrubs, or other items that are not to be disturbed or damaged. In the event such items are disturbed or damaged, they shall be replaced or compensated for at the Contractor's expense.

- 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.
- 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 required by this Section.
- J. Protection of Utilities, Property and Structures: The existence and location of underground utilities as indicated on the plans 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 be cause of the Contractor to deny responsibility for their protection and/or repair during construction. Refer to Section 02015 for requirements about protection of utilities.
1. Whenever the Contractor, during the progress of the excavation, uncovers service pipes or lines, which because of injury or age are in poor condition, he 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.
 2. The Contractor shall, at his own expense, sustain in their places, and protect from direct or indirect injury, all pipes, conduits, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the trench. He shall at all times have on site a sufficient quantity of suitable material for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined,

- endangered, threatened, or weakened, whether such structures are or are not shown on the drawings.
3. Pipes and underground conduits 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 manner that the anchorage of the supporting members will not be disturbed or weakened during the backfilling operation. Backfill of selected material shall be carefully rammed and tamped under and around the pipe or conduit as the supports are removed.
 4. The cost of all work related to utility protection and repair shall be included in the Contract Price. Refer to Section 02015 for payment of costs resulting from damages to existing utilities.

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. Trench Width and Depth for Electrical Work:
 1. Excavate trenches for both single and banked conduit runs to vertical lines not exceeding maximum trench pay-line widths specified for piping, to accommodate the conduit or conduits width.
 2. Excavate trenches for both single and banked conduit runs to elevations indicated, and where not indicated, to the depth required to provide a minimum of two feet of cover unless indicated otherwise on Drawings.
- C. Aggregate Backfill to Restoration Depth: 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.
- D. Backfilling Trenches for Electrical Work:
 1. Perform trench backfilling for conduits by methods, which will result in thorough compaction of backfill material without displacement of the conduit and minimum settlement of backfilled material. Settlement of backfill shall be considered evidence of improper workmanship or inclusion of unsuitable backfill materials, or both, and will require removing and recompacting settled material at no expense to the Owner.

2. Backfill conduits, not encased in concrete, to the level of planned subgrade using Excavated Backfill Material, placed in layers not exceeding 6-inches in thickness after compaction.
 3. Backfill concrete encased conduits using Excavated Backfill Material placed in layers not exceeding 6-inches in thickness after compaction.
 - In trenches under paved areas, use Aggregate Backfill of classification by methods of placement as that specified previously for piping.
- 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. Use mechanical tampers to compact backfill materials in trench refill operations to produce a density of backfill at the bottom of each layer of not less than 90 percent of maximum density obtained at optimum moisture content as determined by AASHTO T99. Perform field determinations of density, when requested by the Engineer, in accordance with Section 02210.

3.03 RESTORATION AND CLEAN-UP OF SURFACE

- A. 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 Engineer to order the work by others, and backcharge all costs to the Contractor.
 - a. 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.
 - b. 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.

- B. Restoration of Seeded Areas: As specified in Sections 02260.

END OF SECTION

SECTION 02260
FINISH GRADING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Final Grading.
- B. Topsoil

1.02 RELATED SECTIONS

- A. Site Grading: Section 02210.

1.03 SITE CONDITIONS

- A. Environmental Requirements: Do not perform Work of this Section when soil or weather conditions are unsuitable. Unsuitable conditions include moisture saturated or frozen in place soil and precipitation of any kind present or occurring during the Work.
- B. Existing Conditions: Following performance of related construction and prior to finish grading, remove debris and perform site leveling in preparation for Finish Grading. Dispose debris legally off-site.
- C. Dust Control: Control dust on the site and at the off-site work areas where Finish Grading is required.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Topsoil: Use on-site or borrowed, fertile, friable, natural, productive surface soil. Use topsoil free of subsoil, clay, stones, or similar hard objects larger than 2 inches in greatest dimension, and partially disintegrated debris and materials toxic or harmful to growth.
- B. Borrow Topsoil: Use productive topsoils from Contractor's source and of a quality meeting the requirements specified above for Topsoil. Provide borrow topsoil only if quantity of stripped and stockpiled, or other acceptable on-site topsoil is not sufficient.

2.02 SOIL SUPPLEMENT MATERIALS

- A. Agricultural Liming Materials: Products containing calcium and magnesium compounds capable of neutralizing soil acidity and containing not less than 80% of total carbonates. Use liming materials meeting requirements of ASTM Designation C602 and conforming to applicable state liming material regulations. Application rates as follows:
1. Temporary Seeded Areas: 2000 Lbs. per Acre.
 2. Permanent Seeded Areas: 4 tons per Acre.
- B. Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in composition as determined by soil analysis and in conformity with applicable state fertilizer laws. Applications rates as follows:
1. Temporary Seeded Areas: 5-5-5 at 1000 Lbs. per Acre.
 2. Permanent Seeded Areas:
 - a. 10-20-20 Analysis Commercial Fertilizer at 678 Lbs. per Acre; and
 - b. 38-0-0 Urea Form Fertilizer at 242 Lbs. per Acre; or
 - c. 32-0-0 TO 38-0-0 Sulfur Coated Urea Fertilizer at 286-242 Lbs. per Acre; or
 - d. 31-0-0 IBDU Fertilizer at 295 Lbs. per Acre.

2.03 LAWN AND SEED MATERIALS

- A. Grass Seed Mixes: New crop seed, furnished in sealed packages with proof of correct mixture evidenced, age of seed indicated, and compliance with applicable state regulations evidenced if required. Seeds and mixture as follows:

	Species in Mix	Application Rate	Percent Purity/Germination
Temporary	Annual Rye	48 LBS/AC	98%
	Perennial Rye	19 LBS/AC	98%
Permanent	Kentucky Bluegrass	29 LBS/AC	98%
	Creeping Red Fescue	53 LBS/AC	98%

- B. Lawn Mulch: Straw Stalks of any threshed grain or tall hay grass stalks free from seed bearing stalks or roots harmful to lawn growth. Mulch material containing noxious weeds, decomposed material or brittle weed material is not acceptable.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Perform site grading as specified in Section 02210.
- B. Prepare subsoil surface for finish grading by dressing and shaping to provide for the uniform placement of topsoil.

- C. Prepare subsoil surface for topsoiling by loosening to a depth of 4 inches and dressing and shaping to provide for the uniform placement of topsoil.
- D. Remove surface rock or other foreign objects exceeding 3 inches in greatest dimension. Dispose of such rock and debris in a lawful manner off-site.

3.02 PERFORMANCE

- A. Placement: Placement of topsoil shall begin after all work in areas scheduled to be finish graded is completed. Place topsoil over areas indicated for new grading contours.
 - 1. Do not place topsoil over areas indicated to receive paving or walkways.
 - 2. Do not work topsoil while frozen or wet.
 - 3. Do not work topsoil in a dusting condition but moisten same to prevent a dust nuisance.
 - 4. Scarify subsoil to a depth of 2 inches for bonding topsoil with subsoil.
 - 5. Work topsoil into subsoil, on sloped areas, and blend to prevent slip-planing between the two soils; leave sufficient cover of topsoil to ensure seed germination. Perform blending of soils by ridging or serrating the subsoil on the slopes.
 - 6. Dress-up minor depressions, due to settling and erosion, and eliminate other minor irregularities, by placing topsoil in these areas.
- B. Finished Elevations and Lines: Grade topsoiled areas at the site to within a tolerance of \pm one-tenth of a foot of the elevations and lines indicated and in accordance with the following:
 - 1. Grade a uniform longitudinal fall in swales and other surface drainage areas to provide a drainage flow line that can easily be maintained and traversed with normal lawn maintenance equipment.
 - 2. Establish finish grade of topsoil 1/2 to 3/4 inch below top of abutting walks or paving to provide positive drainage of same.
 - 3. Finish-grade topsoil to a minimum depth of 6 inches and a maximum depth of 12 inches.
 - 4. Finish-graded surfaces shall be left free of objectionable material larger than 2 inches in greatest dimension. Dispose of such objectionable material in a legal disposal area off-site.
- C. Compaction: Perform final compaction of finish grades using a light roller weighing not over 120 pounds per foot-width of roller.
- D. Tillage: Till soil over areas indicated for lawn regardless of type of lawn work performed. Use equipment and methods common to such work, and till soil to a two-inch depth minimum.
- E. Soil Supplement Addition: Soil supplements for lawn areas may be incorporated into the soil during tillage operations.

- F. Seeding: Sow seed mixtures when air current is low and not more than five days after soil supplements have been applied. Sow seeds in two applications using either mechanical power seeders or mechanical hand seeders. Sow one-half of the seed mixture in one direction over designated areas and the remainder at right angles to the first sowing.
- G. Seed Cover: Imbed seed mixtures into topsoil 1/4 inch using a light drag or rake and moving in directions parallel to the contour lines. Immediately after dragging or raking, compact seeded areas using a cultipacker or similar design lawn roller, weighing 60 to 90 pounds per linear foot of roller, and roll at right angles to existing slopes.
- H. Contractor Option: Seeding and soil supplement application may be performed by the hydroseeding method. Rates of application, methods and equipment shall be approved by Engineer.
- I. Lawn Mulching: Evenly apply mulch over seeded areas not more than 48 hours after seeding. Start mulching at windward side of relatively flat areas, or at the upper part of slopes. Spread mulch in a total coverage at a depth not less than 1½ inches nor more than 3 inches.

3.03 MAINTENANCE

- A. Maintenance operations shall begin immediately after seeding and planting is performed and shall continue throughout the guarantee period. In general, maintenance shall include weeding, applying mulch as needed, controlling insects and diseases and performing other particular operations as follows:
 - 1. Seeded Areas: Keep seed moist continually for proper germination and water thereafter as necessary to prevent drying out or burning. Reseed areas not showing a prompt catch of grass, correct depressions and irregularities and reseed; repeat until a complete coverage is obtained. Cut seeded areas at required intervals to maintain grass at a height as follows:
 - a. Lawn areas: 2½ inches Maximum.
- B. At conclusion of construction period, the Engineer shall make an inspection of the landscaping work to determine condition of acceptance. Make such additional repairs and replacements as required by the Engineer. Perform such work at no expense to the Owner.

END OF SECTION

SECTION 02500
PAVING AND SURFACING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Bituminous Pavements.
- B. Pavement Markings.
- C. Pedestrian Type 'B' APS Push Button w/ Pole.
- D. Pedestrian Crossing Signal head.
- E. Flashing Yellow Left Turn Signal Arrow.
- F. Guide Rail.

1.02 QUALITY ASSURANCE

- A. Source Quality Control:
 - 1. Use materials conforming to requirements of the Commonwealth of Pennsylvania Department of Transportation Specifications Publication 408, latest edition.
 - 2. Use products of a bituminous concrete producer regularly engaged in production of bituminous concrete conforming to the standards referenced herein.
- B. Requirements of Regulatory Agencies:
 - 1. Removal, protection and replacement of paving on roadways other than State Highways shall be performed in accordance with the requirements of the authority having jurisdiction over the roadway.

1.03 SUBMITTALS

- A. Certificates: Furnish certification from bituminous and aggregate producer attesting that materials conform to requirements of Pennsylvania Department of Transportation Specifications.

1.04 PROJECT CONDITIONS

- A. Time Requirements: The permanent replacement of street roadway and shoulder pavement will be placed as soon as the trenches have been acceptably backfilled; however, in the event the permanent pavement cannot be placed due to weather limitations, provide a temporary pavement. No separate or additional payment will be

allowed the Contractor for furnishing, placing, maintaining, and removing this temporary pavement.

B. Protection:

1. Protect paved surfaces outside of the limits of work. Repair pavement outside limits damaged by constructing operations at no additional expense to the Owner.
2. The Contractor shall be liable for damages to roads caused by his equipment. The repairs may include lane or full roadway width overlays as directed by authority having jurisdiction over roadway. No additional payment will be made for repairs to roads damaged by the Contractor.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Asphalt Cement: PG64S-22 conforming to PDT Bulletin 25.
- B. Bituminous Tack Coat: PG 64S-22 conforming to PDT Bulletin 25.
- C. Superpave Bituminous Materials: As shown on Drawings
- D. Traffic Paint: Conforming to PDT Sections:
 1. Section 960 – Thermoplastic Pavement Markings.
- E. Pedestrian Type 'B' APS Push Button w/ Pole: As shown on Drawings and PennDOT Pub. 408.
- F. Pedestrian Crossing Signal Head: Uniform Appearance Countdown Pedestrian Signal, as shown in Exhibit C and per PennDOT Pub. 148.
- G. Flashing Yellow Left Turn Signal Arrow: Conforming to PennDOT Pub. 148.
- H. Guide Rail: Match existing guide rail and components, conforming to PDT Section 620.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Pavement Removal:
 1. Remove all existing material to the depth required to re-construct the roadway.
 2. Cross Slope: The cross slope shall be as shown on the details and cross sections.
- B. At joints between existing pavements and new paving work, the edges of existing pavements shall be cut and neatly trimmed. An application of asphalt cement shall be

provided at all locations where new bituminous paving joins existing bituminous paving.

- C. Subsurface Preparation: Perform site grading, paved area(s) grading and finish rolling just prior to subbase installation as previously specified.

3.02 INSTALLATION (REPLACEMENT PAVING)

A. Replacement of Permanent Pavement:

- 1. General:
 - a. The Contractor shall restore all street paving, shoulders, driveways, and parking areas, including subgrade, base, and binder courses with materials, as specified herein. This includes areas within and as well as areas disturbed outside the roadway. Such restoration is for that area removed or broken in the execution of the work or that subsequently fails as a result thereof.
 - b. Method of preparing and placing mixture, compaction, and protection of in-place bituminous concrete for pavement shall comply with PDT Sections 309, and 409.

B. Base Course:

- 1. Superpave: Construct in accordance with PDT Section 409.
 - a. Where roadways receive trench restoration only, install the Bituminous Concrete Base Course with the top surface below the surface of the adjacent pavement a distance equal to the thickness of the replacement surface course pavement.
- 2. Use Bituminous Tack Coat material to seal joints in wearing courses as specified in PDT Section 401.3 (j) 3.

- 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.

3.03 CLEAN-UP AND MAINTENANCE

- A. During construction, surfaces of all areas including, but not limited to, roads, streets, and driveways shall be maintained on a daily basis to produce a safe, desirable, and convenient condition.
 - 1. Streets shall be swept and flushed as dust, mud, stones and debris caused by the work, or related to the work accumulates.
 - 2. Failure of the Contractor to perform this work shall be cause for the Engineer to order the work to be done by others, and backcharge all costs to the Contractor.
- B. Repair or Correction of Unsatisfactory Conditions: All unsatisfactory conditions resulting from the work shall be corrected.

- C. Continuously maintain temporary pavement without additional compensation until it is replaced with permanent pavement.
- D. Any subnormal or dangerous condition caused by the work, on any surface, shall be repaired or corrected within two hours of observance or notification of its existence. If repairs or corrections are not made within this period, the Owner shall cause to have the work completed with the resulting cost subtracted from the Contractor's next monthly payment request. Any such costs shall be deemed a reduction in the total amount due the Contractor under the contract and no subsequent reimbursement shall be made to the Contractor by the Owner for these costs.

END OF SECTION

SECTION 03100
CONCRETE FORMWORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Formwork for cast-in-place concrete including form coating and form ties.

1.02 QUALITY ASSURANCE

- A. Design Criteria:
 - 1. Design, erect, support, brace, and maintain formwork according to the guidelines of ACI 347R to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Contractor shall be fully responsible for any damage or injury caused by inadequacy or failure of formwork.
 - 2. Maintain formwork construction tolerances complying with ACI 117.

1.03 REFERENCES

- A. Comply with the following American Concrete Institute (ACI) referenced standards, latest edition.
 - 1. ACI 117; Standard Specification for Tolerances for Concrete Construction and Products.
 - 2. ACI 301; Standard Specification for Structural Concrete.
 - 3. ACI 347R; Guide to Formwork for Concrete.

1.04 SUBMITTALS

- A. Product Data: Submit data for proprietary Products and items, including forming accessories, coatings, and others as requested by Engineer.

PART 2 - PRODUCTS

2.01 FORM PRODUCTS

- A. Forms:
 - 1. Earth cuts shall not be used as forms for vertical surfaces, unless approved by Engineer.
 - 2. Panels: Plywood, metal, metal-framed plywood faced or other acceptable panel-type Products, to provide continuous, straight, smooth, exposed surfaces.

- B. Form Coatings: Form-release compound to facilitate form stripping that will not bond with, stain nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces. Form release for steel forms shall include rust-inhibitors.
- C. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal.
 - 1. Provide units which will leave no metal closer than 1½" to surface.
 - 2. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Inspect and Clean: Thoroughly clean forms and adjacent surfaces to receive concrete. Split, frayed, delaminated, "patched" or otherwise damaged form facing material will not be acceptable for exposed surfaces.
- B. Coat contact surfaces of forms with a form-release compound before reinforcement is placed. Apply in compliance with manufacturer's written instructions.
- C. Do not allow excess form-release material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed.

3.02 ERECTION

- A. General: Construct forms in accordance with guidelines set forth in ACI 347R.
 - 1. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position, within tolerance limits of ACI 117.
 - 2. Coordinate formwork construction Products and installation such that concrete surface irregularities, designated by ACI 347R meets the requirements of Class A, B, or C indicated as final finish in Section 03300.
 - 3. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features required in work.
 - 4. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

3.03 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 48 hours after placing concrete, provided concrete is

sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.

- B. Formwork supporting weight of concrete may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28 days.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Reinforcing steel materials.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

- A. Reinforcing Steel:
 - 1. Reinforcing Bars: ASTM A615, Grade 60, deformed.
 - 2. Steel Wire: ASTM A82, plain, cold-drawn, steel.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports.
- B. Install Manufactured Anchoring System in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Cast-in-place concrete for concrete curb and miscellaneous use, including admixtures, design mix and finishing.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Portland Cement: ASTM C150 of the following Type(s):
 - 1. Type I, Normal.
- B. Normal Weight Aggregates: Meeting requirements of ASTM C 33.
- C. Water: Potable quality, clean and free of deleterious substances.
- D. Concrete Admixtures:
 - 1. Air-Entraining Admixture: Use a product conforming to ASTM C 260.
 - 2. Water-Reducing Admixture: ASTM C 494, Type A.
 - 3. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F or Type G.
 - 4. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E.
 - 5. Water-Reducing, Retarded Admixture: ASTM C 494, Type D.
- E. Design Mixes: Provide normal weight concrete with the following properties, unless otherwise indicated on drawings and schedules:
 - 1. 4,000 psi 28-day compressive strength: All cast-in-place concrete.
 - 2. 3,000 psi 28-day compressive strength: Fill concrete.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare formwork in advance and remove debris from within forms. Formwork as specified in Section 03100.
- B. Pre-position reinforcement in advance of concrete pours. Concrete reinforcement as specified in Section 03200.

3.02 CONCRETE PLACEMENT

- A. General: Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete" and as herein specified.

END OF SECTION

EXHIBIT A



Pennsylvania
Department of Community
& Economic Development

Build America, Buy America Act (BABA)

POLICIES & PROCEDURES

May 2024



Commonwealth of Pennsylvania
Josh Shapiro, Governor

PA Department of Community & Economic Development
dced.pa.gov



Version History

Version #	Date Updated	Summary of Changes
1	June 4, 2024	Initial Draft

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Overview

The Build America, Buy America Act (BABA) was signed into law on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA). It created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). The BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA) must be produced in the United States.

Definitions

Build America, Buy America Act [[2 CFR 184.3 "Build America, Buy America Act"](#)]

Division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act ([Pub. L. 117–58](#)).

Buy America Preference [[2 CFR 184.3 "Buy America Preference"](#)]

The "domestic content procurement preference" set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

Categorization of Articles

The term "categorization of articles" refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:

- i. Iron or steel products;
- ii. Manufactured products;
- iii. Construction materials; or
- iv. Section 70917(c) materials

An article, material, or supply should not be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the Buy American Preference for only the single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

Component [[2 CFR 184.3 "Component"](#)]

An article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

Construction Materials [[2 CFR 184.3 "Construction materials"](#)]

Articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Covered materials

The following when used in connection with an Infrastructure Project:

- All Iron and Steel;
- All Manufactured Products; and
- All Construction Materials

Covered CPD Programs

Any Federal financial assistance administered by CPD that is used for infrastructure purposes, excepting expenditures related to pre- and post-disaster or emergency responses.

Federal Financial Assistance (FFA)

The meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a Non-Federal Entity for an Infrastructure Project, except that it does not include:

(A) Expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or

(B) Pre- and post-disaster or emergency responses expenditures.

Infrastructure [\[2 CFR 184.4\(c\)\]](#)

Encompasses public infrastructure projects, which includes, at a minimum: the structures, facilities, and equipment for roads, highways and bridges; public transportation, dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distributed energy include electric vehicle (EV) charging.

Infrastructure Project [\[2 CFR 184.3 “Infrastructure project”\]](#)

Any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

Iron or Steel Products [[2 CFR 184.3 “Iron or steel products”](#)]

Articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Made in America Office (or “MIAO”)

The office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests by a Federal awarding agency.

Manufactured Products [[2 CFR 184.3 “Manufactured products”](#)]

- 1) Articles, materials, or supplies that have been:
 - i. Processed into a specific form and shape; or
 - ii. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- 2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under [§ 184.4\(e\)](#) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under [§ 184.4\(e\)](#) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

Manufacturer [[2 CFR 184.3 “Manufacturer”](#)]

The entity that performs the final manufacturing process that produces a manufactured product.

Non-Federal Entity

A State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization, as provided in 2 CFR. 200.1. Public housing agencies are non-federal entities.

Not Listed Construction Materials

The term “not listed constructions materials” refers to the category of construction materials that are subject to the BAP, but not included in HUD’s specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:

- Plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
- Glass (including optic glass); and
- Drywall.

Pre-and Post-Disaster or Emergency Responses Expenditures

Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not apply to pre- and

post-disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.

Predominantly of iron or steel or a combination of both

[\[2 CFR 184.3 “Predominantly of iron or steel or a combination of both”\]](#)

The cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Produced in the United States [\[2 CFR 184.3 “Produced in the United States”\]](#)

- 1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) In the case of manufactured products:
 - i. The product was manufactured in the United States; and
 - ii. The cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See [§ 184.2\(a\)](#). The costs of components of a manufactured product are determined according to [§ 184.5](#).
- 3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See [§ 184.6](#) for more information on the meaning of “all manufacturing processes” for specific construction materials.

Project

The construction, alteration, maintenance, or repair of infrastructure in the United States [Section 70912(7) of BABA].

Section 70917(c) Materials [\[2 CFR 184.3 “Section 70917\(c\) materials”\]](#)

Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See section 70917(c) of the Build America, Buy America Act.

Specifically listed construction materials

The term “specifically listed construction materials” for HUD programs include:

- Non-ferrous metals;
- Lumber;
- Composite building materials; and
- Plastic and polymer-based pipe and tube.

Applicability

The BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered CPD Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA. Covered CPD Programs currently include:

- Community Development Block Grant (CDBG)
- Section 108 Loan Guarantee
- HOME Investment Partnerships Program (HOME)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)
- Housing Trust Fund (HTF)
- Recovery Housing Program (RHP)
- Emergency Solutions Grants (ESG)
- Continuum of Care (CoC)
- Housing Opportunities for Persons With AIDS (HOPWA)

The BAP does not apply to Federal funds for “pre- and post-disaster or emergency response.” The following CPD funds are administered for disaster or emergency-related purposes and therefore the BAP does not apply:

- Community Development Block Grant—Disaster Recovery Funds (CDBG-DR)
- Community Development Block Grant—Mitigation (CDBG-MIT)
- Community Development Block Grant—National Disaster Resilience Competition (CDBG-NDR)
- Community Development Block Grant CARES Act (CDBG-CV)
- Housing Opportunities for Persons With AIDS CARES Act (HOPWA-CV)

HUD’s General Waivers Applicable to Covered CPD Programs

Four general applicability waivers are currently in effect for HUD programs and apply to all Covered CPD Programs. Each waiver is outlined below.

General Waiver Type	Purpose	Effective Dates
Public Interest Phased Implementation ¹	The Phased Implementation Waiver establishes a schedule for the phased implementation of the BAP across CPD programs and infrastructure materials.	The waiver was issued in March 2023 and established a phased implementation schedule for the application of BAP to HUD programs through FY 2025.
Exigent Circumstances ²	This waiver applies when there is an urgent need by a CPD grantee to immediately complete an infrastructure project because of a threat to	The public interest waiver for exigent circumstances is effective from November 23, 2022, for a period of five years ending on November 23, 2027,

¹ [6331-N-10A BABA Updated Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America Buy America Provision.pdf \(hud.gov\)](#)

² [6331-N-05 BABA Exigent Circumstances.pdf \(hud.gov\)](#)

	life, safety, or property of residents and the community.	or such shorter time as HUD may announce via Notice.
<i>De Minimis</i> , Small Grants, and Minor Components ³	This waives the BAP for all infrastructure projects whose total cost (from all funding sources) is equal to or less than then simplified acquisition threshold at 2 CFR 200.1 which is currently \$250,000. The waiver also waives the application of the BAP for a <i>de minimis</i> portion of an infrastructure project, meaning a cumulative total of no more than five percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.	The public interest <i>de minimis</i> , smaller grants, and minor components waiver is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.

Phased Implementation Schedule

As shown above, HUD received a general waiver for phased implementation of the BABA requirements across the CPD programs. The table below outlines what becomes applicable and when for each affected program administered by DCED.

	Iron and Steel	Construction Materials—Specifically Listed	Construction Materials—Not Listed	Manufactured Products
CDBG	November 15, 2022	Applies to FY 2024 Awards	Applies to FY 2025 Awards	Applies to FY 2025 Awards
HOME	Funds obligated by HUD on or after August 23, 2024	Funds obligated by HUD on or after August 23, 2024	Funds obligated by HUD on or after August 23, 2024	Funds obligated by HUD on or after August 23, 2024
ESG & CoC	Funds obligated by HUD on or after February 22, 2024	Funds obligated by HUD on or after August 23, 2024	Funds obligated by HUD on or after August 23, 2024	Funds obligated by HUD on or after August 23, 2024
RHP	Funds obligated by HUD on or after August 23, 2023	Applies to FY 2024 Awards	Applies to FY 2025 Awards	Applies to FY 2025 Awards

³ [6331-N-08 De Minimis and Small Dollar Threshold.pdf \(hud.gov\)](#)

HUD Project-Specific Waivers

DCED may request a project-specific waiver from HUD. HUD may issue a project-specific waiver to the BAP if it is determined that a waiver falls into one of the following three categories:

1. When applying the domestic content procurement preference would be inconsistent with the public interest,
2. When types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
3. When the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent.

How To Document Compliance

Step 1: Type of Project/Activity

Are the funds being used for an infrastructure project, as defined by BABA and explained in this notice?

- If yes, proceed to Step 2.
- If no, the BAP does not apply. The BAP only applies to infrastructure projects.

Step 2: Funding Source

Identify the source(s) of the project funding, including CPD funding, HUD funding or other Federal agency funding that must comply with BABA. Does the project funding include any covered CPD Programs listed in this notice?

- If yes, and the HUD funding contributes the largest portion of Federal funds to the project, proceed to Step 3.
- If yes, and another Federal agency contributes the largest portion of Federal funds to the project, that Federal agency is the “Cognizant Agency for Made in America”, and the grantee should follow that agency’s guidance for applicability of the BAP to the project.
- If no, then the project does not need to comply with the BAP for CPD funds but may need to comply with the BAP due to the inclusion of other HUD or Federal funding sources.

Step 3: Materials

Identify the materials that will be used in this infrastructure project. Does the project use materials subject to the BAP (iron or steel, specifically listed construction materials, not listed construction materials, or manufactured products)?

- If yes, proceed to Step 4.
- If no, then the BAP does not apply. The BAP only applies to covered materials.

Step 4: Date of obligation

Consult the Phased Implementation Waiver schedule table, located in Appendix A. Identify the cell that corresponds to the Covered CPD Program funding and materials used in your project. This cell identifies the date on which the BAP will apply for the Covered CPD Program and the materials.

- If yes, proceed to Step 5.

- If no, the BAP does not apply.

Step 5: General Waivers

Consider the available HUD General Waivers. There are three general waivers that may be used as an alternative to compliance with the BAP under the Phased Implementation Waiver:

1. Exigent Circumstances Waiver: Is there an urgent need to immediately complete the project because of a threat to life, safety, or property of residents and the community?
 - If yes, the Exigent Circumstances Waiver may apply, and the project would not be subject to the BAP.
2. De Minimis, Small Grants, and Minor Components Waiver: Is the total cost of the project equal to or less than \$250,000?
 - If yes, the De Minimis, Small Grants, and Minor Components Waiver may apply, and the project would not be subject to the BAP.

OR

- This waiver can be applied to a portion of the products used in an infrastructure project if the cumulative cost of those products does not exceed five percent of the total cost of covered products used in the project (up to \$1 million).
3. Tribal Recipients Waiver: Is the project being funded by a Tribal recipient?
 - If yes, the Tribal Recipients Waiver may apply, and the project would not be subject to the BAP.
 - If no to General Waiver questions 1, 2, and 3, proceed to Step 6.

Step 6: Project-specific waivers

Project-specific waivers to the BAP may be available if it is determined that a waiver falls into one of the following three categories:

1. When applying the domestic content procurement preference would be inconsistent with the public interest
2. When types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality
3. Where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent.

Project-specific waivers are available on a limited, case-by-case basis, after HUD's consultation and review with OMB's MIAO.

1. Would applying the BAP to the project be inconsistent with the public interest?
 - If yes, a project-specific waiver may be considered.

2. Are the types of iron, steel, manufactured products, or construction materials used in the project not produced in the United States in sufficient and reasonable available quantities or of a satisfactory quality?
 - If yes, a project-specific waiver may be considered.
3. Would the inclusion of iron, steel, manufactured products, or construction materials produced in the United States increase the cost of the overall project by more than 25 percent?
 - If yes, a project-specific waiver may be considered.
 - If no to project specific waiver questions 1, 2, and 3, the BAP likely applies to the project and the project should comply with the requirements of the BAP.

For DCED (and HUD) to consider a project or product-specific waiver it must:

- Have a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States.
- A certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.
- In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted for consideration by DCED and to forward onto HUD should include the following information, as applicable:
 - Waiver type (nonavailability, unreasonable cost, or public interest)
 - Recipient name
 - Total estimated infrastructure expenditures, including all Federal and non-Federal funds
 - Infrastructure project description and location
 - List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
 - A certification that a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
 - A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
 - What the anticipated impact may be if no waiver is issued

The purpose of the information is to ensure DCED can provide adequate information to HUD to perform its due diligence. After HUD has reviewed the information, it will notify the Office of Management and Budget's Made In America Office (MIAO). The purpose of this consultation is for the MIAO to identify any opportunities to structure the waiver to maximize the use of goods, products, and materials

produced in the United States to the greatest extent possible consistent with law. Following this consultation with MIAO, HUD is required to post the proposed waiver on its BABA website with a detailed written explanation of the proposed determination to issue the waiver and must provide at least 15 days for public comment. Once the public comment period ends, HUD will submit the proposed waiver to MIAO to determine if the waiver is consistent with applicable law and policy. The MIAO will notify the agency of its determination of the proposed waiver. Only after this process has been completed may the HUD issue the waiver.

This is a time-consuming process. Therefore, grantees should notify DCED as soon as it identifies the need for a waiver. DCED will work with the grantee to gather the required information and will provide that to HUD.

Recordkeeping Requirements

Grantees should document the process to analyze if the BAP applies to a project and collect records to demonstrate compliance with BABA requirements. Records should be consistent with Article XI, “Records”, of the blue-back contract between the grantee and DCED.

EXHIBIT B

Highway Occupancy Permit

Permit No.: **08116785**

Name and Address of Permittee: Borough of Greencastle Borough of Greencastle 60 North Washington Street Greencastle, PA 17225	County: Franklin	Issue Date: 3/14/2025
	County Contact No.: (717) 264-4171	Expiration Date: 3/14/2026
	Issuing District Office: 8-0	Application No.: 353855
	District Contact No.: (717) 705-0925	Account No.:
	Municipalities: Greencastle Borough	Permit Fee: \$ 0.00

Immediately upon completion of the work Permittee shall notify the permit office where application was made. Subject to all the conditions, agreements, restrictions, and regulations prescribed by the Pennsylvania Department of Transportation, (see in particular 67 Pa. Code, Chapter 212, 441 and 459 and State Highway Law, 36 P.S. Section 670 - 411, 420 and 421) and subject to the plans, special conditions, or restrictions herein set forth or attached hereto. This permit shall be located at the work site and shall be available for inspection by any police officer or Department representative.

Location and Description of Work			Permit No.: 08116785
1 of 1	State Route #: 0011 Segment(s): From 0130 To 0130 Offset(s): From 1985 To 1985	138: Replace Sidewalk and Curb 139: Remove Sidewalk and Curb	

Permit Conditions		Permit No.: 08116785
1 of 26	A FULL-TIME INSPECTOR WILL BE ASSIGNED WHEN WORKING WITHIN THE DEPARTMENT RIGHT OF WAY (ROW) AND OR WORK ASSOCIATED WITH WORK ZONE TRAFFIC CONTROLL (WZTC) PLAN. PERMITTEE WILL BE CHARGED FOR ALL INSPECTION COSTS INCLUDING HOURS WORKED, MILAGE, CELL PHONE, BOARDING AND LODGING BILLED TO THE DEPARTMENT AS PER THE CONSULTANT INSPECTION AGREEMENT. AN EPS BUSINESS PARTNER ID WILL BE REQUIRED PRIOR TO THE START OF WORK FOR ELECTRONIC INVOICING THROUGH EPS.	
2 of 26	INSPECTION OF FABRICATED PRODUCTS WILL BE REQUIRED BY THE DEPARTMENT. PERMITTEE WILL BE CHARGED ALL INSPECTION COSTS INCURRED BY THE DEPARTMENT. PRIOR TO FABRICATION, PERMITTEE SHALL PROVIDE TO THE DISTRICT OFFICE A COMPLETED CS-430 FORM (NOTIFICATION OF INSPECTION)	
3 of 26	ACCESS SIGNING AND PAVEMENT MARKINGS MUST BE REPALCED IN KIND BY PERMITTEE.	
4 of 26	NOTIFY THE TRAFFIC MANAGEMENT CENTER (TMC) AT 717-265-7600 TWO DAYS IN ADVANCE OF ANY PROPOSED LANE OR SHOULDER RESTRICTIONS AND 15 (FIFTEEN) MINUTES PRIOR TO THE ACTUAL RESTRICTIONS AND PROVIDE THIS PERMIT NUMBER TO THE TMC OPERATOR PRIOR TO SETTING UP ANY LANE CLOSURES OR RESTRICTIONS, AND CALL AGAIN WHEN THE CLOSURE/RESTRICTION IS REMOVED AND THE ROAD IS RESTORED TO NORMAL OPERATION. NO LANE RESTRICTION WILL BE PERMITTED FROM 7.00 AM TO 5.00 PM ON ALL FREEWAYS INCLUDING ON AND OFF RAMPS.	

Highway Occupancy Permit

Permit No.: **08116785**

Permit Conditions		Permit No.: 08116785
5 of 26	PRIOR TO START OF NON-EMERGENCY WORK AT 717-264-4171 Opt. 4 or scottmccra@pa.gov. CONTACT COUNTY PERMIT INSPECTOR AT LEAST 3 WORKDAYS	
6 of 26	FACILITY MAY BE PLACED IN PAVEMENT OR SHOULDER, AS PER PLANS, PROVIDED BASE AND WEARING COURSES ARE OPENED BY SAW CUT METHOD.	
7 of 26	THIS PERMIT AUTHORIZES WORK ONLY IN DEPARTMENT HIGHWAY RIGHT OF WAY.	
8 of 26	DEPARTMENT MUST BE NOTIFIED IN WRITING UPON COMPLETION OF WORK.	
9 of 26	TEMPORARY PAVEMENT RESTORATION AUTHORIZED CONSISTENT WITH SECTION 459.8 (K), FOR NO MORE THAN 30 DAYS.	
10 of 26	COMPLETE PERMANENT PAVEMENT RESTORATION IN ACCORDANCE WITH SECTION 459.8, PRIOR TO EXPIRATION DATE. EACH PATCH MUST BE PAINTED IN ACCORDANCE WITH SECTION 459.8 (L).	
11 of 26	THE PERMITTEE IS REQUIRED TO USE HOT MIX OR WARM MIX MATERIAL FOR TEMPORARY RESTORATION. COLD MIX WILL BE PERMITTED AT THE DISCRETION OF THE DEPARTMENT. PERMITTEE MUST MAINTAIN A SMOOTH PAVEMENT SURFACE SUITABLE FOR DRIVING FOR THE DURATION OF THE TEMPORARY PAVEMENT.	
12 of 26	CURB MUST BE INSTALLED IN ACCORDANCE WITH PENNDOT ROADWAY STANDARDS RC-64M AND RC-67M.	
13 of 26	SHOULDERS MUST BE RESTORED IN ACCORDANCE WITH APPROPRIATE SECTION OF PUB. 408 AND ROADWAY CONSTRUCTION STANDARDS RC-25M.	
14 of 26	PERMITTEE MUST MAINTAIN EXISTING SHOULDER DURING CONSTRUCTION.	
15 of 26	SIDEWALK CONSTRUCTION OR REPLACEMENT SHALL PROVIDE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES CONSISTENT WITH ADA AND PENNDOT STANDARDS.	
16 of 26	IT IS THE PERMITTEE'S RESPONSIBILITY TO IDENTIFY ALL PENNDOT OWNED/OPERATED FACILITIES WITHIN THE LIMITS OF PERMITTED WORK. IF DAMAGED BY THE PERMITTED WORK, IT IS PERMITTEES RESPONSIBILITY TO CONTACT THE DEPARTMENT IMMEDIATELY AND RESTORE THE FACILITY TO ITS ORIGINAL CONDITION OR AS DIRECTED BY THE DEPARTMENT.	
17 of 26	ALL DISTURBED AREAS OUTSIDE THE PAVEMENT OR SHOULDER SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT WHICH EXISTED BEFORE THE START OF WORK.	
18 of 26	MINIMUM WORK ZONE TRAFFIC CONTROL TO BE IN ACCORDANCE WITH PUB. 213. SEE PUB 212 FOR ADDITIONAL DETAILS.	
19 of 26	NO LANES MAY BE RESTRICTED DURING NON-EMERGENCY WORK BETWEEN THE HOURS OF 6:00 AM TO 9:00 AM OR BETWEEN THE HOURS OF 3:00 PM TO 6:00 PM UNLESS DIRECTED DIFFERENTLY BY A DEPARTMENT REPRESENTATIVE.	

Highway Occupancy Permit

Permit No.: **08116785**

Permit Conditions		Permit No.: 08116785
20 of 26	LANE CLOSURES WILL NOT BE PERMITTED DURING NON-EMERGENCY WORK FOR THE FOLLOWING PERIODS: EASTER WEEKEND - FRIDAY 6:00AM TO TUESDAY 9:00AM; MEMORIAL DAY WEEKEND - FRIDAY 6:00AM TO TUESDAY 9:00AM; FOURTH OF JULY HOLIDAY - REQUEST INFORMATION FROM DISTRICT OR COUNTY PERMIT OFFICE; LABOR DAY WEEKEND - FRIDAY 6:00AM TO TUESDAY 9:00AM; THANKSGIVING WEEKEND -WEDNESDAY 6:00AM TO MONDAY 9:00AM; CHRISTMAS HOLIDAY-DECEMBER REQUEST INFORMATION FROM DISTRICT OR COUNTY PERMIT OFFICE; NEW YEAR'S HOLIDAY - REQUEST INFORMATION FROM DISTRICT OR COUNTY PERMIT OFFICE; PRIMARY AND GENERAL ELECTION DAYS- TUESDAY 6:00AM TO 9:00PM; THERE MAY BE ADDITIONAL TRAFFIC RESTRICTIONS FOR SPECIAL EVENTS THAT ATTRACT LARGE VOLUMES OF TRAFFIC IN THE AREA OF THE HOP.	
21 of 26	PERMITTEE IS RESPONSIBLE FOR ENSURING THAT MUD, SILT AND OTHER DEBRIS IS REMOVED FROM VEHICLES AND TIRES (BY POWER WASH, ETC.) BEFORE ENTERING ONTO THE HIGHWAY.	
22 of 26	All WORK WITHIN THE STATE RIGHT OF WAY MUST FOLLOW SPECIFICATIONS AND PUBLICATIONS 408 AND 72M.	
23 of 26	SUBMIT FORM M-937R (ROUTE/BRIDGE RESTRICTION), TO THE COUNTY PERMIT INSPECTOR AT LEAST 15 DAYS IN ADVANCE FOR ANY LANE RESTRICTIONS, LANE CLOSURES OR APPROVED DETOURS. THE INSPECTOR WILL REVIEW AND FORWARD THE REQUEST TO THE DISTRICT HAULING UNIT FOR APPROVAL.	
24 of 26	IT IS THE PERMITTEES RESPONSIBILITY TO PROVIDE NECESSARY EQUIPMENT FOR TESTING OF MATERIALS DELIVERED ON SITE INCLUDING CERTIFIED TECHNICIANS.	
25 of 26	PERMITTEE WILL BE RESPONSIBLE FOR COORDINATING RELOCATION OF ANY UTILITY FACILITY CONFLICTS WHICH ARE A RESULT OF ACTIVITIES CONDUCTED UNDER THIS PERMIT. ALL UTILITY FACILITY COORDINATION AND RELOCATION MUST BE IN ACCORDANCE WITH 67 PA. CODE CHAPTER 459, OCCUPANCY OF HIGHWAYS BY UTILITIES.	

Highway Occupancy Permit

Permit No.: 08116785

Permit Conditions	Permit No.: 08116785
26 of 26	<p> FOLLOWING CONSTRUCTION OF EACH CURB RAMP, COMPLETE AND SUBMIT TO THE DEPARTMENT CURB RAMP INSPECTION FORM (CS-4401). CHECK ALL SLOPES WITH A FOUR FOOT SMART LEVEL FOR COMPLIANCE. CURB RAMPS THAT ARE FOUND TO BE NON-COMPLIANT AS A RESULT OF COMPLETING THE INSPECTION FORM WILL BE RECONSTRUCTED UNLESS THE CURB RAMP DETAIL IN QUESTION HAD BEEN AUTHORIZED TO BE CONSTRUCTED THROUGH THE USE OF AN APPROVED TECHNICALLY INFEASIBLE FORM. THE DEPARTMENT WILL NOT ACCEPT ANY NEWLY CONSTRUCTED CURB RAMP THAT DOES NOT FULLY COMPLY WITH THE STANDARD DRAWINGS RC 67M REQUIREMENTS UNLESS THE CURB RAMP DETAIL IN QUESTION HAD BEEN AUTHORIZED TO BE CONSTRUCTED THOROUGH THE USE OF AN APPROVED TECHNICALLY INFEASIBLE FORM (TIF). A TIF WILL NOT BE APPROVED AFTER A RAMP HAS BEEN CONSTRUCTED. THE CURB RAMP INSPECTION FORM (CS-4401) MUST BE FULLY COMPLETED INCLUDING THE NAME OF THE PERSON WHO FIELD VIEWED THE SITE (DESIGNER), THE RAMP LOCATION IN THE DIAGRAM, PHOTOS AND ADDITIONAL TABS TO INCLUDE FURTHER JUSTIFICATION/EXPLANATION FOR THE PROPOSED DESIGN. PLEASE MAKE SURE THAT ALL APPROPRIATE CELLS ARE COMPLETED AND INCLUDE PHOTOS DEPICTING THE PROPOSED RAMP LOCATION FROM DIFFERENT ANGLES. THE PHOTOS SHOULD BE CLOSE ENOUGH THAT DETAILS FOR DESIGN CAN BE SEEN AND EVALUATED. </p>

Acknowledgement of Completion Permit work has been completed: Date: By:	<div> <div>Michael B. Carroll</div> <div>Secretary of Transportation</div> </div> <div> <div>Kevin M. Keefe, P.E.</div> <div>District Executive</div> </div>
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EXHIBIT C

Uniform Appearance Hand & Person Pedestrian Signals



Features & Benefits

- *Fully compliant to ITE PTCSI Part 2 LED Pedestrian Traffic Signal Module Specification dated 3/09/2004
- Meets or exceeds ITE uniformity ration of not more than 1 to 5 between the max and the min luminance values as measured in (.5") dia spots
- Manufactured with anti-capillary wires
- Conformal coated power supply
- Fuse and transient suppressor incorporated for superior line and load protection
- Independent dedicated power supplies for added safety and reliability
- Intertek/ETL certified and listed on ETL certification program
- Transient suppression exceeds ITE and NEMA specifications (Up to 6KV ring wave)
- All units operate at 80-135VAC RMS, 60+/-3Hz

Part Number	Size	Description	Typical Wattage at 25°C		Min. Luminance (cd/m2)		*Meets ITE Spec	CSA Approved
			Hand	Person	Hand	Person		
430-6450-001X	16 x 18	Side-by-side Hand and Person	9	7	1,400	2,200	•	•
430-6472-001X	16 x 18	Overlay Hand and Person	11	7	1,400	2,200	•	•
430-5770-001X	12 x 12	Hand Only	8	N/A	1,400	N/A	•	•
430-7771-001X	12 x 12	Person Only	N/A	6	N/A	2,200	•	•
430-6772-001X	12 x 12	Overlay Hand and Person	8	10	1,400	2,200	•	•

Uniform Appearance Countdown Pedestrian Signals



Features & Benefits

- *Fully compliant to ITE PTCSI Part 2 LED Pedestrian Traffic Signal Module Specification dated 8/04/2010
- MUTCD compliant for countdown applications
- Full preemption compatibility
- Up to 8 units can be connected in parallel without affecting the monitoring of the Hand/Person
- Manufactured with anti-capillary wires
- Three (3) independent dedicated power supplies for added safety and reliability
- Intertek/ETL certified and listed on ETL certification program
- Reduced off state icon visibility results in increased pedestrian safety by eliminating the potential to misinterpret the signal
- Conformal coated power supply
- New improved one piece housing design
- Improved optical design to provide superior uniform appearance of the icons
- Transient suppression exceeds ITE and NEMA specifications (Up to 6KV ring wave)
- All units operate at 80-135V AC RMS, 60+/-3Hz

Part Number	Housing Size	Symbol Color			Typical Wattage at 25°C			Min. Luminance (cd/m2)			*Meets ITE Spec	CSA Approved
		Countdown	Hand	Person	Countdown	Hand	Person	Countdown	Hand	Person		
430-6479-001X	16 x 18	Portland Orange	Portland Orange	Lunar White	8	11	10	1,400	1,400	2,200	•	•
430-7773-001X	12 x 12	Portland Orange	N/A	N/A	5	N/A	N/A	1,400	N/A	N/A	•	•

EXHIBIT D

GENERAL NOTES

INSTALLATION, OPERATION AND MAINTENANCE OF THIS TRAFFIC SIGNAL SHALL BE IN ACCORDANCE WITH PENNSYLVANIA DEPARTMENT OF TRANSPORTATION REGULATIONS ON OFFICIAL TRAFFIC CONTROL DEVICES.

NO MODIFICATION OF THIS INSTALLATION IS PERMITTED UNLESS PRIOR APPROVAL IS GRANTED, IN WRITING, BY THE DEPARTMENT.

ALL MAINTENANCE NECESSARY FOR PROPER VISIBILITY OF THE SIGNALS, INCLUDING TRIMMING TREES, IS THE RESPONSIBILITY OF THE PERMITTEE.

ALL SIGNS AND PAVEMENT MARKINGS INDICATED ON THIS DRAWING ARE CONSIDERED PART OF THE PERMIT AND SHALL BE INSTALLED AND MAINTAINED BY THE PERMITTEE, UNLESS OTHERWISE INDICATED. EXCEPT THE LONGITUDINAL PAVEMENT MARKINGS ON STATE HIGHWAYS, WHICH WILL BE MAINTAINED BY THE DEPARTMENT.

POST MOUNTED SIGNALS SHALL BE INSTALLED WITH THE SIGNAL HEADS A MINIMUM OF 2 FEET BEHIND THE FACE OF THE CURB OR EDGE OF THE SHOULDER. SUPPORT POLES FOR OVERHEAD SIGNALS SHALL ALSO HAVE A MINIMUM HORIZONTAL CLEARANCE OF 2 FEET.

THE BOTTOM OF SIGNAL HEADS AND SIGNS ERECTED OVER THE ROADWAY SHALL NOT BE LESS THAN 15 FEET OR MORE THAN 19 FEET ABOVE THE ROADWAY. THE BOTTOM OF POST MOUNTED SIGNAL HEADS SHALL NOT BE LESS THAN 8 FEET NOR MORE THAN 15 FEET ABOVE THE SIDEWALK OR PAVEMENT GRADE.

THE MINIMUM HORIZONTAL DISTANCE BETWEEN SIGNAL HEADS, MEASURED AT RIGHT ANGLES TO THE APPROACH, SHALL BE 8 FEET.

PERMITTEE SHALL OBTAIN A HIGHWAY OCCUPANCY PERMIT FOR EMBANKMENT REMOVAL, CURBING AND/OR SIDEWALK, DRAINAGE STRUCTURES, CHANGES IN HIGHWAY GEOMETRY, PAVEMENT WIDENING, OR INSTALLATION OF ADDITIONAL LANES.

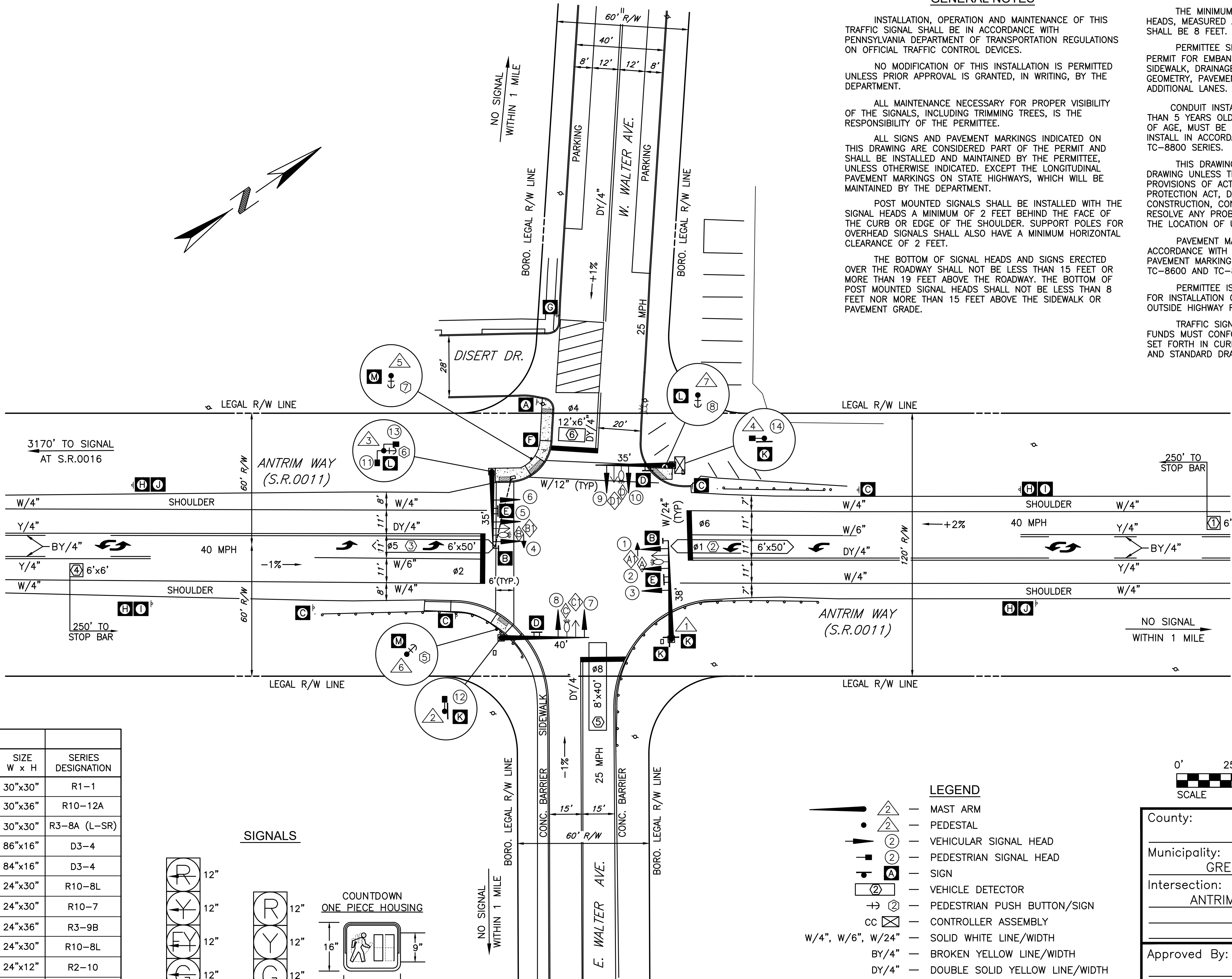
CONDUIT INSTALLED IN BITUMINOUS ROADWAY LESS THAN 5 YEARS OLD, OR CONCRETE ROADWAY REGARDLESS OF AGE, MUST BE BORED OR JACKED UNDER THE ROADWAY. INSTALL IN ACCORDANCE WITH TRAFFIC SIGNAL STANDARDS, TC-8800 SERIES.

THIS DRAWING CANNOT BE USED AS A CONSTRUCTION DRAWING UNLESS THE PERMITTEE COMPLIES WITH THE PROVISIONS OF ACT 50, UNDERGROUND UTILITY LINE PROTECTION ACT, DATED APRIL 28, 2018. PRIOR TO CONSTRUCTION, CONSULT WITH UTILITY COMPANIES TO RESOLVE ANY PROBLEMS WHICH MAY BE CREATED DUE TO THE LOCATION OF UTILITIES.

PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION PAVEMENT MARKING AND SIGNING STANDARDS, PUB. 111, TC-8600 AND TC-8700 SERIES.

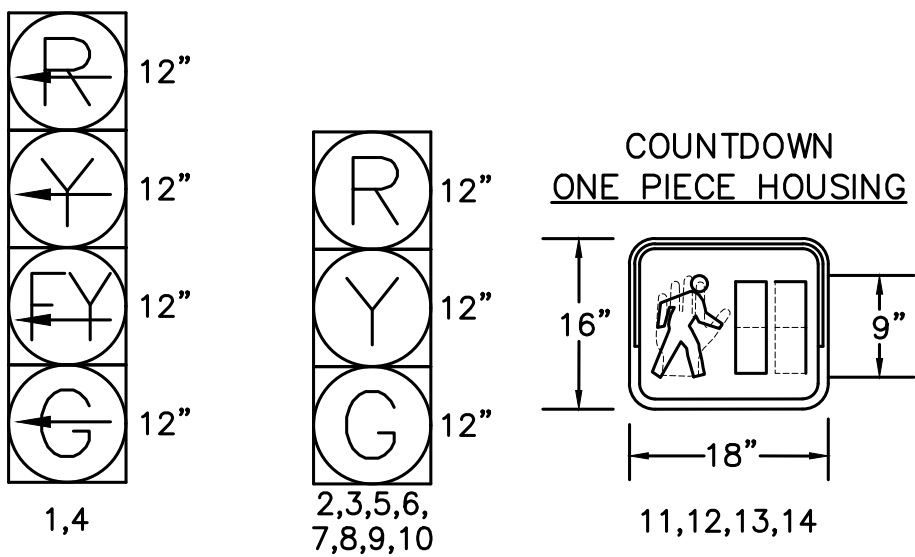
PERMITTEE IS RESPONSIBLE FOR OBTAINING APPROVAL FOR INSTALLATION OF TRAFFIC SIGNAL DEVICES LOCATED OUTSIDE HIGHWAY RIGHT-OF-WAY.

TRAFFIC SIGNALS INSTALLED USING LIQUID FUELS TAX FUNDS MUST CONFORM TO DEPARTMENT SPECIFICATIONS AS SET FORTH IN CURRENT PUBLICATION 408, SUPPLEMENTS AND STANDARD DRAWINGS.



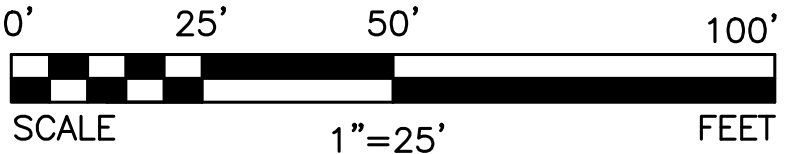
SIGNS			
PLAN SYMBOL	DESCRIPTION	SIZE W x H	SERIES DESIGNATION
A	STOP	30"x30"	R1-1
B	LEFT TURN YIELD ON FLASHING YELLOW ARROW	30"x36"	R10-12A
C	LANE USE CONTROL	30"x30"	R3-8A (L-SR)
D	Antrim Way	86"x16"	D3-4
E	Walter Ave	84"x16"	D3-4
F	STOP HERE ON RED	24"x30"	R10-8L
G	DO NOT BLOCK INTERSECTION	24"x30"	R10-7
H	CENTER LANE - LEFT TURN ONLY	24"x36"	R3-9B
I	END	24"x30"	R10-8L
J	BEGIN	24"x12"	R2-10
K	NO PEDESTRIAN CROSSING	24"x12"	R3-9-3
L	EDUCATIONAL PUSH BUTTON WITH COUNTDOWN ←	9"x15"	R10-3E
M	EDUCATIONAL PUSH BUTTON WITH COUNTDOWN →	9"x15"	R10-3E

SIGNALS



LEGEND

- MAST ARM
- PEDESTAL
- VEHICULAR SIGNAL HEAD
- PEDESTRIAN SIGNAL HEAD
- SIGN
- VEHICLE DETECTOR
- PEDESTRIAN PUSH BUTTON/SIGN
- CONTROLLER ASSEMBLY
- SOLID WHITE LINE/WIDTH
- BROKEN YELLOW LINE/WIDTH
- DOUBLE SOLID YELLOW LINE/WIDTH
- EMERGENCY PRE-EMPTION OPTICAL DETECTOR
- PRE-EMPTION FAIL-SAFE INDICATOR



County: FRANKLIN

Municipality: GREENCASTLE BOROUGH

Intersection: ANTRIM WAY (S.R.0011) AND WALTER AVENUE

Approved By: _____ Date: _____

Municipal Official: _____ Date: _____

Recommended: _____

District Traffic Engineer: _____ Date: _____

MOVEMENT, SEQUENCE AND TIMING CHART

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