

CONTRACT DOCUMENTS

UNION PARK IMPROVEMENTS PROJECT NUMBER CD 24-18

Union Township
Washington County, Pennsylvania

Bids are due July 10, 2026 @ 11:00 AM

All bids will be publicly opened

MANAGEMENT AGENT:

Redevelopment Authority of the County of Washington
90 West Chestnut Street, Suite 700
Washington, PA 15301

Contact: Kerry Fox
724-228-6875
kfox@racw.net

CONSULTING ENGINEER:

Bankson Engineers, Inc.
267 Blue Run Road, Suite 200
Cheswick, PA 15024

Contact: T.J. Stephens, P.E.
412-767-5100
tstephens@banksonengineers.com

UNION TOWNSHIP
Washington County, Pennsylvania

UNION PARK IMPROVEMENTS PROJECT
REDEVELOPMENT AUTHORITY OF THE COUNTY OF WASHINGTON
PROJECT NUMBER CD 24-18

TABLE OF CONTENTS

	<u>PAGE</u>
Invitation for Bids	
Instructions to Bidders	
1. Use of Separate Bid Forms	1
2. Interpretation of Addenda	1
3. Inspection of Site	1
4. Alternative Bids	2
5. Bids	2
6. Bid Guaranty	3
7. Collusive Agreements	3
8. Statement of Bidder's Qualifications	3
9. Section 3	4
10. Unit Prices	4
11. Corrections	4
12. Time for Receiving Bids	4
13. Opening of Bids	5
14. Withdrawal of Bids	5
15. Award of Contract/Rejection of Bids	5
16. Execution of Agreement, Performance and Labor and Materialmen's Bonds	5
17. Wages and Salaries	6
18. Fictitious Name Registration	6
19. Definitions	6
20. Waiver of Builder's Risk Insurance	7
21. Executive Order 11246 - Equal Employment Opportunity	7
22. Insurance	7
Davis-Bacon Wage General Decision	1-21
Bid Proposal	
Bid for Construction	
Certification of Non-Segregated Facilities	
Certificate as to Partnership	
Certificate as to Corporate Bidder	
Non-Collusion Affidavit of Prime Bidder	
Bid Bond	
Statement of Bidder's Qualifications	
Section 3 Intent to Comply	

Contract Documents

- Agreement for Construction
- Article 4 Stipulation Against Liens
- Directions for Preparation of Performance and Labor & Materialmen's Bonds
- Performance Bond
- Labor and Materialmen's Bond

General Conditions and Specifications, Part I

Definitions	1
102. Superintendence by Contractor	2
103. Subcontracts	2
Non-Collusion Affidavit of Subcontractor Form	3
Approval of Subcontractor Form	4
104. Other Contracts	5
105. Fitting and Coordination of the Work	5
106. Mutual Responsibility of Contractors	5
107. Progress Schedule	5
108. Payments to Contractor	5
109. Changes in the Work	7
110. Claims for Extra Cost	8
111. Termination: Delays: and Liquidated Damages	8
112. Assignment or Novation	9
113. Disputes	9
114. Technical Specifications and Drawings	10
115. Shop Drawings	10
116. Requests for Supplementary Information	11
117. Materials and Workmanship	11
118. Samples, Certificates and Tests	11
119. Permits and Codes	12
120. Care of Work	13
121. Accident Prevention	14
122. Sanitary Facilities	14
123. Use of Premises	14
124. Removal of Debris, Cleaning, Etc.	14
125. Inspection	15
126. Review by Local Public Agency	16
127. Final Inspection	16
128. Deduction for Uncorrected Work	16
129. Insurance	16
130. Patents	17
131. Warranty of Title	17
132. General Guaranty	18
133. Jurisdictional Disputes	18
134. Explosives and Blasting	18
135. Preconstruction Conference	18

Table of Contents – continued

	<u>PAGE</u>
General Conditions and Specifications, Part II	
201. Federal Labor Standards Provision	1
202. Questions Concerning Certain Federal Statutes and Regulations	9
203. Payrolls and Basic Payroll Records of Contractor and Subcontractors	9
204. Specific Coverage of Certain Types of Work by Employees	9
205. Anti-Kickback Act & Regulation	10
206. Contract Provisions Contractors and Subcontractors	11
General Conditions and Specifications, Part III	
301. Section 3	1
302. Lead Based Paint Hazard	2
303. Compliance with Air and Water Acts	2
304. Equal Employment Opportunity	3
305. Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or Other Public Officials	5
306. Prohibition Against Payment of Bonus or Commission	5
307. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)	5
308. Small, Minority, and Women's Business	10
309. Build America, Buy America Act Section 70912	10
Special Conditions for Site Preparation	
401. Project Site	1
402. Time for Completion	1
403. Liquidated Damages	1
404. Responsibilities of Contractor	1
405. Communications	1
406. Signs	2
407. Job Offices	2
408. Partial Use of Site Improvements	2
409. Work by Others	3
410. Contract Documents and Drawings	3
411. Progress Schedule	3
412. Engineer's Responsibility and Authority	4
413. Temporary Suspension of Construction	4
414. Construction Reservation	5
415. Work Incidental to Contract Items	5
416. Damage to Existing Construction	5
417. Disposal of Existing Materials	5
418. Public Convenience and Safety	5
419. Storage of Materials	6
420. Maintenance of Traffic	6
421. Street Opening Permits	6
422. PennDOT Occupancy Permits	6
423. Construction Schedule	6
424. Lines and Grades	7
425. Exploratory Excavations	7

Table of Contents – continued

	<u>PAGE</u>
Technical Specifications	
1. LOCATION	1
2. GENERAL DESCRIPTION	1
3. CONTRACT DRAWINGS	2
4. MATERIAL SPECIFICATIONS	2
A. General	2
B. Concrete Sidewalk	2
C. Detectable Warning Surfaces	4
D. Trash Cans	4
E. Park Benches	4
F. Material Submittals	4
5. VISITING THE PREMISES	4
6. PRECONSTRUCTION PHOTOGRAPHS AND VIDEO	5
7. NOTIFICATION OF OWNER, TOWNSHIP AND ENGINEER	5
8. SOIL EROSION AND SEDIMENTATION CONTROL REQUIREMENTS	5
9. RE-ESTABLISHMENT OF MONUMENTS	6
10. TEST HOLES	6
11. EXCAVATION IN ROCK	6
12. RECORD DRAWINGS	6
13. CLEANUP	7
14. UTILITIES	7
15. PRECONSTRUCTION CONFERENCE	9
16. PROPOSAL	9
A. General	9
B. Lump Sum Bid Number 1	9

INVITATION FOR BIDS

The Redevelopment Authority of the County of Washington (RACW) will receive bids for the UNION PARK IMPROVEMENTS PROJECT NO. CD 24-18 until 11:00 A.M., prevailing time, on July 10, 2026 at its office, 90 West Chestnut Street, Suite 700, Washington, Pennsylvania 15301, at which time and place all bids will be publicly opened and read aloud.

Bidding Documents will be made available, via email, and at no charge by contacting Bankson Engineers, Inc., at csimoni@banksonengineers.com. Printed copies of the Bidding Documents may be obtained at the office of Bankson Engineers, Inc., 267 Blue Run Road, Suite 200, Cheswick, PA 15024, (412-767-5100). Bidding Documents are available for the nonrefundable fee of \$100.00 per set which includes the Contract Specifications book. Addenda, if any, will be issued to only those persons whose name and address are on record at Bankson Engineers, Inc., as having obtained the Bidding Documents. Bids will be accepted only from Bidders who have obtained official sets of Bidding Documents from Bankson Engineers, Inc. and who are on Bankson Engineers, Inc.'s list of planholders.

Each bid shall be accompanied by a bid guaranty, which shall not be less than ten percent (10%) of the total amount of the bid. The form of the guaranty shall be in accordance with the type permitted under the contract documents. SBE, MBE, WBE and Section 3 businesses are encouraged to bid.

Standard contract provisions of the U.S. Department of HUD Act of 1968, as amended, and the U.S. Department of Labor for CDBG apply to this project, including Federal Prevailing Wage Rates, Civil Rights, EO 11246, EO 11625, Affirmative Action, Section 3 Requirements, Federal Public Works, Section 504 of the Rehabilitation Act of 1973, together with all Standard Provisions of CDBG Programs. Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, age, color, religion, sex, national origin, or handicap. The purpose of Section 3 is to ensure that 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.

RACW reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by the Redevelopment Authority of the County of Washington for a period not to exceed forty-five (45) days from the date of opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the contract.

In no event will the Redevelopment Authority of the County of Washington consider a Contractor as eligible if he cannot initiate the work under the contract within twenty (20) days of the contract execution and proceed to the successful completion of the work within sixty (60) consecutive calendar days of the Notice to Proceed.

REDEVELOPMENT AUTHORITY OF
THE COUNTY OF WASHINGTON

Kerry Fox
Community Development Specialist

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of Bidding and Contract forms which are for the convenience of Bidders.

2. INTERPRETATION OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened.

In addition, all Addenda will be distributed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make an inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

- a. Each Bidder should visit the site of the proposed work and fully acquaint himself/herself with the existing conditions there relating to construction and labor, and should fully inform himself/herself as to the facilities involved, and the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself/herself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument or to visit the site and acquaint himself/herself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he/she should have been on notice as a result thereof.
- b. It is not unlikely that subsurface structures, unknown to the Local Public Agency, abandoned, or filled in, still exist at some locations and will be encountered. The Local Public Agency may have collected data from record drawings regarding the supposed location of many subsurface structures; but the actual location and existence of these, except as indicated on the drawings, are unknown to the Local Public Agency.
- c. It is understood and agreed that the Local Public Agency does not warrant or guarantee that the materials and conditions encountered during construction will be even approximately the same as those indicated on the drawings. The Bidder must satisfy himself/herself regarding the character, quantities, surface and subsurface soil or materials and conditions, and the work to be done, and assumes the risk of all discrepancies between

the information given and the actual surface and subsurface soil or materials and conditions encountered.

- d. It is further understood and agreed that the Bidder or the Contractor will not use any of the information made available to him/her or obtained in any examination made by him/her, in any manner as a basis of ground of claim or demand of any nature against the Local Public Agency or the Engineer, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the Technical Specifications.

5. BIDS

- a. All Bids must be submitted on forms supplied by the Local Public Agency, and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, Bid Guaranty, Non-Collusion Affidavit, Statement of Bidder's Qualifications, Section 3 Intent to Comply (if bid in excess of \$200,000) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words Construction Bid Documents, project name, name of Bidder, and date and time of bid opening to guard against premature opening of the Bid.
- c. The Local Public Agency may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the Contract is awarded, it will be awarded by the Local Public Agency to the responsible Bidder submitting the lowest Bid determined by the total bid price as adjusted by application of any Alternate(s) selected by the Local Public Agency complying with the conditions of the Invitation for Bids. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his/her Bid, the following information:

PRINCIPALS

Names
Address
City, State and Zip Code

FIRM

Name
Treasury Number
Address
City, State and Zip Code

- f. The Bidder is required to bring ambiguities which it discovers in the plans and specifications to the attention of the Local Public Agency. In the event that ambiguities are

unknown to the Contractor prior to the bid, no adjustment will be made which will increase the cost of the contract.

6. BID GUARANTY

- a. The bid must be accompanied by the Bid Guaranty which shall not be less than ten percent (10%) of the total amount of the Bid. At the option of the Bidder, the Guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required Guaranty. Certified check or bank draft must be made payable to the order of the REDEVELOPMENT AUTHORITY OF THE COUNTY OF WASHINGTON. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- b. Revised Bids submitted before the opening of Bids, if representing an increase in excess of the two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise, the Bid will not be considered.
- c. Certified checks or bank drafts, for the amount thereof, Bid Bonds, and negotiable U. S. Government Bonds of unsuccessful bidders will be returned as soon as practicable after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.
- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS under GENERAL CONDITIONS AND SPECIFICATIONS, PART I.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose [a copy of which is included in the Contract Document(s)], a statement of the Bidder's Qualifications, his/her experience record in constructing the type of improvements embraced in the Site Preparation, his/her organization and equipment available for the work contemplated, and a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not

satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract. In no event will the Local Public Agency consider any Bidder as eligible if he/she cannot initiate work within the period of time as specified in the Invitation for Bids.

9. SECTION 3

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) if total amount of assistance exceeds \$200,000. The purpose of Section 3 is to ensure that 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.

If the bid exceeds \$200,000, the Section 3 Intent to Comply form must be submitted with bid documents.

10. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision if increases or decreases in quantities are required on the Project as indicated by Change Order, the Bid unit price will be used to establish the costs of the items necessary to increase or decrease the quantities.

11. CORRECTIONS

Erasures and like alterations in the filled in portions of the Bid must be explained or noted over the signature of the Bidder.

12. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will be kept securely sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all the Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while modification of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

13. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

14. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any withdrawal by mail, fax or e-mail over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid Guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

15. AWARD OF CONTRACT/REJECTION OF BIDS

- a. The contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest. Informality means a departure from the form requirements of the bidding procedure not going to the substance of the contract, as determined by the Local Public Agency.
- b. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Site Preparation Contract.

16. EXECUTION OF AGREEMENT, PERFORMANCE AND LABOR AND MATERIALMEN'S BONDS

- a. Subsequent to the award and within ten days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents in such number of copies as the Local Public Agency may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract, as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him/her in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date, as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by

a guaranty or surety company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

- c. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the Local Public Agency for a refund.

17. WAGES AND SALARIES

- a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS AND SPECIFICATIONS, PART II.
- b. The rates of pay set forth under GENERAL CONDITIONS AND SPECIFICATIONS, PART II, are the minimum to be paid during the life of the contract. It is, therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

18. FICTITIOUS NAME REGISTRATION

Where the contract is made by an individual or individuals doing business under a fictitious name, there shall be attached to the contract documentation showing that such individual or individuals are duly registered under the Fictitious Names Act of the Commonwealth of Pennsylvania.

19. DEFINITIONS

Wherever used in any of the Instruction to Bidders, the following meanings shall be given to the terms herein defined:

- a. The term "Local Public Agency" means: the Redevelopment Authority of the County of Washington.
- b. The term "engineer" means: Bankson Engineers, Inc.
- c. The term "owner" means: Redevelopment Authority of the County of Washington.
- d. The term "municipality" means: Union Township.

20. WAIVER OF BUILDER'S RISK INSURANCE

Paragraph No. 129 d is hereby waived (Builder's Risk Insurance).

21. EXECUTIVE ORDER 11246 – EQUAL EMPLOYMENT OPPORTUNITY

The Bidder must comply with Executive Order 11246 Equal Employment Opportunity and the Standard Federal Equal Employment Specifications. Executive Order 11246 prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. Additionally, Executive Order 11246 prohibits federal contractors and subcontractors from, under certain circumstances, taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or the pay of their co-workers.

Compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any time for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the covered area is Washington County, Pennsylvania.

22. INSURANCE

The successful bidder shall provide Certificate(s) of Insurance as required under Section 129 - Insurance following the bid opening, but before the award of the contract, as a condition of the award. The Certificate(s) shall name the Redevelopment Authority of the County of Washington as an additional insured.

PREVAILING WAGE GENERAL DECISION

"General Decision Number: PA20260002 05/18/2026

State: Pennsylvania

Construction Types: Heavy and Highway

Counties: Pennsylvania Counties of 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

Excluding Sewer Grouting Projects and Excluding Sewage and Water Treatment Plant Projects

Modification Number	Publication Date
3	01/30/2026
4	05/18/2026

BOIL0013-005 01/01/2025

Rates

Fringes

BOILERMAKER (CENTRE, FRANKLIN, POTTER, CLINTON,
 FULTON, HUNTINDON AND MIFFLIN COUNTIES).....\$ 55.00
 35.48

BOIL0154-004 01/01/2025

Rates

Fringes

BOILERMAKER (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).....\$ 48.28
 33.17

BOIL0744-003 07/01/2008

Rates

Fringes

BOILERMAKER (ERIE COUNTY).....\$ 35.34
18.48

BRPA0005-033 05/01/2022

Rates

Fringes

BRICKLAYER, STONEMASON (MIFFLIN COUNTY).....\$ 32.66
21.58

BRPA0005-046 05/03/2020

Rates

Fringes

BRICKLAYER, STONEMASON (FRANKLIN COUNTY).....\$ 33.99
16.87

BRPA0005-071 05/03/2020

Rates

Fringes

BRICKLAYER (CLINTON COUNTY).....\$ 34.17
17.20

BRPA0009-004 12/01/2022

Rates

Fringes

BRICKLAYER, STONEMASON & MARBLE SETTER (BEDFORD,
BLAIR,CAMBRIA, CENTRE COUNTY (HALFMOON, HOUSTON,
PATTON, RUSH,TAYLOR AND WORTH TOWNSHIPS),FULTON,
HUNTINGDON, AND SOMERSET COUNTIES).....\$ 34.14
22.00

BRPA0009-006 12/01/2022

Rates

Fringes

MARBLE MASON (CLEARFIELD, FOREST, JEFFERSON,
VENANGO, AND CLARION (EXCEPT BRADY, MADISON, PERRY,
PORTER, REDBANK, AND TOBY TOWNSHIPS) COUNTIES).....\$ 34.14
22.77
BRICKLAYER, STONEMASON (CLEARFIELD, FOREST,
JEFFERSON, VENANGO, AND CLARION (EXCEPT BRADY,
MADISON, PERRY, PORTER, REDBANK, AND TOBY

TOWNSHIPS) COUNTIES).....\$ 34.14
22.77

BRPA0009-023 12/01/2022

Rates

Fringes
BRICKLAYER (BEAVER COUNTY).....\$ 35.28
24.49

BRPA0009-025 12/01/2022

Rates

Fringes
BRICKLAYER (BUTLER, LAWRENCE, AND MERCER COUNTIES)..\$ 34.73
24.14

BRPA0009-032 06/01/2017

Rates

Fringes
BRICKLAYER (FAYETTE (JEFFERSON & WASHINGTON TWPS),
GREENE (EXCEPT CUMBERLAND, DUNKIRK, GREENE,
MONONGAHELIA TWPS), INDIANA, AND WESTMORELAND
(ROSTRAVER TWP) COUNTIES).....\$ 31.00
20.66

BRPA0009-033 12/01/2022

Rates

Fringes
BRICKLAYER (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).....\$ 36.55
24.46

BRPA0009-034 11/01/2019

Rates

Fringes
BRICKLAYER (ERIE COUNTY).....\$ 28.64
21.86

BRPA0009-058 06/01/2020

Rates

Fringes
BRICKLAYER (ALLEGHENY, WASHINGTON (CROSS CREEK,

HANOVER, JEFFERSON, MT PLEASANT, NOTTINGHAM,
PETERS, ROBINSON, SMITH, UNION TWPS) COUNTIES).....\$ 34.05
22.81

BRPA0009-059 12/01/2022

Rates
Fringes
BRICKLAYER (CAMERON, ELK, MCKEAN, POTTER AND
WARREN COUNTIES).....\$ 31.62
22.81

CARP0274-001 01/01/2026

Rates
Fringes
PILEDRIVERMAN (PILEDRIVERMAN).....\$ 43.13
23.42
PILEDRIVERMAN (PILEDRIVERMAN (WELDER)).....\$ 44.63
23.42

CARP0274-002 01/01/2026

Rates
Fringes
TENDER.....\$ 43.13
23.42
DIVER.....\$ 64.70
23.42

CARP0443-004 06/01/2024

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

CARP2274-001 01/01/2026

Rates
Fringes
CARPENTERS (WELDERS) (BEDFORD, BLAIR, CAMBRIA,
CAMERON, CENTRE, CLARION, CLINTON, CLEARFIELD,
CRAWFORD, ELK, FOREST, FRANKLIN, FULTON,
HUNTINGDON, INDIANA, JEFFERSON, MCKEAN, MIFFLIN,
POTTER, SOMERSET, VENANGO, AND WARREN COUNTIES).....\$ 43.85
22.84
CARPENTERS (WELDERS) (ALLEGHENY, ARMSTRONG, BEAVER,
BUTLER, ERIE, FAYETTE, GREENE, LAWRENCE, MERCER,
WASHINGTON, AND WESTMORELAND COUNTIES).....\$ 44.10

22.84
CARPENTERS (BEDFORD, BLAIR, CAMBRIA, CAMERON,
CENTRE, CLARION, CLINTON, CLEARFIELD, CRAWFORD,
ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, INDIANA,
JEFFERSON, MCKEAN, MIFFLIN, POTTER, SOMERSET,
VENANGO, AND WARREN COUNTIES).....\$ 42.35

22.84
CARPENTERS (ALLEGHENY, ARMSTRONG, BEAVER, BUTLER,
ERIE, FAYETTE, GREENE, LAWRENCE, MERCER,
WASHINGTON, AND WESTMORELAND COUNTIES).....\$ 42.60

22.84

ELEC0005-006 12/26/2025

Rates

Fringes

ELECTRICIAN (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).....\$ 49.11

36.79

ELEC0056-004 06/01/2025

Rates

Fringes

ELECTRICIAN (ERIE, FOREST AND WARREN COUNTIES).....\$ 43.25

26.56

ELEC0126-005 06/03/2024

Rates

Fringes

LINE CONSTRUCTION: WINCH TRUCK OPERATOR (ALLEGHENY,
ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE,
CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE,
HUNTINGDON, INDIANA, JEFFERSON, SOMERSET,
WASHINGTON AND WESTMORELAND).....\$ 38.07

24.54

LINE CONSTRUCTION: TRUCK DRIVER (ALLEGHENY,
ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE,
CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE,
HUNTINGDON, INDIANA, JEFFERSON, SOMERSET,
WASHINGTON AND WESTMORELAND).....\$ 35.35

23.61

LINE CONSTRUCTION: LINEMAN (ALLEGHENY, ARMSTRONG,
BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE, CLARION,
CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON,
INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND

WESTMORELAND).....\$ 54.38
 30.13
 LINE CONSTRUCTION: GROUNDMAN (ALLEGHENY, ARMSTRONG,
 BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE, CLARION,
 CLEARFIELD, FAYETTE, FULTON, GREENE, HUNTINGDON,
 INDIANA, JEFFERSON, SOMERSET, WASHINGTON AND
 WESTMORELAND).....\$ 32.63
 22.68
 LINE CONSTRUCTION: CABLE SPLICER (ALLEGHENY,
 ARMSTRONG, BEAVER, BEDFORD, BLAIR, CAMBRIA, CENTRE,
 CLARION, CLEARFIELD, FAYETTE, FULTON, GREENE,
 HUNTINGDON, INDIANA, JEFFERSON, SOMERSET,
 WASHINGTON AND WESTMORELAND).....\$ 54.38
 30.13

 ELEC0126-007 06/03/2024

Rates

Fringes
 LINE CONSTRUCTION: WINCH TRUCK OPERATOR (FRANKLIN
 AND MIFFLIN COUNTIES).....\$ 37.24
 24.25
 LINE CONSTRUCTION: TRUCK DRIVER (FRANKLIN AND
 MIFFLIN COUNTIES).....\$ 34.58
 23.34
 LINE CONSTRUCTION: LINEMAN (FRANKLIN AND MIFFLIN
 COUNTIES).....\$ 53.20
 29.72
 LINE CONSTRUCTION: GROUNDMAN (FRANKLIN AND MIFFLIN
 COUNTIES).....\$ 31.92
 22.43
 LINE CONSTRUCTION: CABLE SPLICER (FRANKLIN AND
 MIFFLIN COUNTIES).....\$ 53.20
 29.72

 ELEC0143-007 06/01/2025

Rates

Fringes
 ELECTRICIAN (FRANKLIN AND MIFFLIN COUNTIES).....\$ 40.00
 27.42

 ELEC0712-003 12/29/2025

Rates

Fringes
 ELECTRICIAN (CRAWFORD, BEAVER, LAWRENCE AND MERCER
 COUNTIES).....\$ 51.45
 29.77

ELEC0812-008 06/01/2025

Rates

Fringes

ELECTRICIAN (CLINTON COUNTY).....\$ 40.47

26.51

ELEC0812-009 06/01/2025

Rates

Fringes

ELECTRICIAN (POTTER COUNTY).....\$ 41.48

26.54

ELEC0812-011 06/01/2025

Rates

Fringes

ELECTRICIAN (CENTRE COUNTY (BURNSIDE, CURTIN,
LIBERTY, HOWARD, MARION, WALKER, MILES, HAINES
TOWNSHIPS)).....\$ 40.47

26.51

ELEC1319-004 09/01/2025

Rates

Fringes

LINE CONSTRUCTION: TRUCK DRIVER (BUTLER, CAMERON,
CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE,
MCKEAN, MERCER, VENANGO, WARREN AND POTTER
COUNTIES).....\$ 44.24

16.21

LINE CONSTRUCTION: LINEMEN (BUTLER, CAMERON,
CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE,
MCKEAN, MERCER, VENANGO, WARREN AND POTTER
COUNTIES).....\$ 68.06

31.43

LINE CONSTRUCTION: GROUND MEN (BUTLER, CAMERON,
CLINTON, CRAWFORD, ELK, ERIE, FOREST, LAWRENCE,
MCKEAN, MERCER, VENANGO, WARREN AND POTTER
COUNTIES).....\$ 42.20

16.02

LINE CONSTRUCTION: EQUIPMENT OPERATOR (BUTLER,
CAMERON, CLINTON, CRAWFORD, ELK, ERIE, FOREST,
LAWRENCE, MCKEAN, MERCER, VENANGO, WARREN AND
POTTER COUNTIES).....\$ 68.06

31.43

ENGI0066-016 01/01/2026

Rates

Fringes

POWER EQUIPMENT OPERATORS: GROUP 5 (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES).....\$ 37.05

24.66

POWER EQUIPMENT OPERATORS: GROUP 5 (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).....\$ 37.34

24.66

POWER EQUIPMENT OPERATORS: GROUP 4 (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES).....\$ 37.26

24.66

POWER EQUIPMENT OPERATORS: GROUP 4 (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).....\$ 37.59

24.66

POWER EQUIPMENT OPERATORS: GROUP 3 (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES).....\$ 37.75

24.66

POWER EQUIPMENT OPERATORS: GROUP 3 (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).....\$ 38.05

24.66

POWER EQUIPMENT OPERATORS: GROUP 2 (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES).....\$ 41.39

24.66

POWER EQUIPMENT OPERATORS: GROUP 2 (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).....\$ 41.70

24.66

POWER EQUIPMENT OPERATORS: GROUP 1-B (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES).....\$ 43.67

24.66

POWER EQUIPMENT OPERATORS: GROUP 1-B (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).....\$ 43.96
24.66

POWER EQUIPMENT OPERATORS: GROUP 1-A (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES).....\$ 44.67
24.66

POWER EQUIPMENT OPERATORS: GROUP 1-A (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).....\$ 44.96
24.66

POWER EQUIPMENT OPERATORS: GROUP 1 (BEDFORD, CAMERON, CLINTON, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES).....\$ 41.67
24.66

POWER EQUIPMENT OPERATORS: GROUP 1 (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).....\$ 41.96
24.66

IRON0003-001 06/01/2023

Rates

Fringes
IRONWORKER (ALLEGHENY, FAYETTE, WESTMORELAND, CAMBRIA, INDIANA, ARMSTRONG, BUTLER, BEAVER, CLARION, AND WASHINGTON COUNTIES).....\$ 38.89
34.54

IRON0003-007 06/01/2023

Rates

Fringes
IRONWORKER (BLAIR, CAMERON, CENTRE, CLEARFIELD, CLINTON, ELK, JEFFERSON, MCKEAN, AND POTTER COUNTIES).....\$ 32.29
32.41

IRON0003-011 06/01/2023

Rates

Fringes
 IRONWORKER (CRAWFORD, ERIE, FOREST, AND WARREN
 COUNTIES).....\$ 33.57
 32.23

IRON0207-002 06/01/2025

Rates

Fringes
 IRONWORKER (LAWRENCE, MERCER, AND VENANGO COUNTIES).\$ 36.26
 28.16

IRON0404-008 07/01/2024

Rates

Fringes
 IRONWORKER, STRUCTURAL (FRANKLIN (REMAINDER),
 HUNTINGDON (REMAINDER), AND MIFFLIN COUNTIES).....\$ 37.26
 32.63

IRON0549-002 12/01/2022

Rates

Fringes
 IRONWORKER (GREENE COUNTY).....\$ 35.19
 25.66

IRON0568-004 05/01/2025

Rates

Fringes
 IRONWORKER: STRUCTURAL, ORNAMENTAL, REINFORCING,
 MACHINERY MOVER, RIGGER & MACHINERY ERECTOR,
 WELDER, FENCE ERECTOR (BEDFORD, FRANKLIN (SOUTHWEST
 1/3), FULTON, HUNTINGDON (WESTERN 2/3), AND
 SOMERSET COUNTIES).....\$ 31.65
 24.50

LAB01058-001 01/01/2026

Rates

Fringes
 LABORERS: GROUP 6 UNIFORMED FLAGPERSON, WATCHMAN
 (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER,
 CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE,
 GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER,
 SOMERSET, VENANGO, WARREN, WASHINGTON, AND
 WESTMORELAND COUNTIES).....\$ 32.95
 27.00

LABORERS: GROUP 5 HIGH BURNER, (ANY BURNING NOT DONE FROM DECK), WELDER (PIPELINE) (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES).....\$ 36.11
27.00

LABORERS: GROUP 4 REINFORCING STEEL PLACER (BENDING, ALIGNING, AND SECURING, CADWELD) (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES).....\$ 35.70
27.00

LABORERS: GROUP 3 ASPHALT LUTEMAN/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; GUNITE 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 GUNITE PROJECTS; WAGON DRILL OPERATORS (AIR TRACK OR SIMILAR); WALK BEHIND DITCHING MACHINE (TRENCHER OR SIMILAR); CROWN SCREED ADJUSTER AND WELDER (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES).....\$ 35.25
27.00

LABORERS: 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 (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES).....\$ 34.86

27.00

LABORERS: GROUP 1 ASPHALT CURB SEALER; ASPHALT TAMPER; BATCHERMAN (WEIGH) BLASTER, BOATMAN, BRAKEMAN, CHANGE HOUSE ATTENDANT, COFFER DAM, 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 NOZZLEMAN; LANDSCAPE LABORER, MANUALLY MOVED EMULUSION SPRAYER, RADIO ACTUATED TRAFFIC CONTROL OPERATOR RIP RAP WORK, SCAFFOLDS AND RUNWAYS, SHEETERS AND SHORERS (INCLUDES LAGGING) STRUCTURAL CONCRETE TOP SURFACER, WALK BEHIND STREET SWEEPER, AND WOOD CHIPPER; WATER BOY (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CLARION, CLEARFIELD, ELK, ERIE, FAYETTE, GREENE, INDIANA, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND COUNTIES).....\$ 34.70

27.00

LABORER: GROUP 6 UNIFORMED FLAGPERSON, WATCHMAN (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES).....\$ 32.95

27.00

LABORER: GROUP 5 HIGH BURNER, (ANY BURNING NOT DONE FROM DECK), WELDER (PIPELINE) (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER

COUNTIES).....\$ 36.11
27.00

LABORER: GROUP 4 REINFORCING STEEL PLACER (BENDING, ALIGNING, AND SECURING, CADWELD) (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES).....\$ 35.70
27.00

LABORER: GROUP 3 ASPHALT LUTEMAN/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; GUNITE 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 GUNITE PROJECTS; WAGON DRILL OPERATORS (AIR TRACK OR SIMILAR); WALK BEHIND DITCHING MACHINE (TRENCHER OR SIMILAR); CROWN SCREED ADJUSTER AND WELDER (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES).....\$ 35.25
27.00

LABORER: 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 (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES).....\$ 34.76

27.00

LABORER: GROUP 1 ASPHALT CURB SEALER; ASPHALT TAMPER; BATCHERMAN (WEIGH) BLASTER, BOATMAN, BRAKEMAN, CHANGE HOUSE ATTENDANT, COFFER DAM, 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 (ERECTOR AND PLACERS) HYDRO JET BLASTER NOZZLEMAN; LANDSCAPE LABORER, MANUALLY MOVED EMULUSION SPRAYER, RADIO ACTUATED TRAFFIC CONTROL OPERATOR RIP RAP WORK, SCAFFOLDS AND RUNWAYS, SHEETERS AND SHORERS (INCLUDES LAGGING) STRUCTURAL CONCRETE TOP SURFACER, WALK BEHIND STREET SWEEPER, AND WOOD CHIPPER; WATER BOY (BEDFORD, CAMERON, CENTRE, CLINTON, CRAWFORD, FOREST, FRANKLIN, FULTON, HUNTINGDON, JEFFERSON, MIFFLIN, AND POTTER COUNTIES).....\$ 34.60

27.00

 PAIN0021-019 05/01/2021

Rates

Fringes

PAINTERS: SPRAY (CLINTON COUNTY).....\$ 30.02

21.14

PAINTERS: BRUSH & ROLLER (CLINTON COUNTY).....\$ 29.02

21.14

 PAIN0021-024 05/01/2021

Rates

Fringes

PAINTER: BRUSH (FRANKLIN COUNTY).....\$ 25.84

16.30

 PAIN0057-014 06/01/2023

Rates

Fringes

PAINTERS: SPRAY (ALLEGHENY, FAYETTE, GREENE,
WASHINGTON COUNTIES).....\$ 30.56
23.72
PAINTERS: BRUSH & ROLLER (ALLEGHENY, FAYETTE,
GREENE, WASHINGTON COUNTIES).....\$ 30.56
23.72
PAINTERS: BRIDGE (ALLEGHENY, FAYETTE, GREENE,
WASHINGTON COUNTIES).....\$ 38.33
23.72

PAIN0057-015 06/01/2023

Rates

Fringes

PAINTERS: SPRAY (ARMSTRONG, BEAVER, BEDFORD, BLAIR,
BUTLER,CAMBRIA, CENTRE, CLARION, CLEARFIELD, ELK,
FULTON, HUNTINGTON, INDIANA, JEFFERSON, LAWRENCE,
MERCER, MIFFLIN, SOMERSET, VENANGO AND WESTMORELAND
COUNTIES).....\$ 30.56
23.72
PAINTERS: BRUSH AND ROLLER (ARMSTRONG, BEAVER,
BEDFORD, BLAIR, BUTLER,CAMBRIA, CENTRE, CLARION,
CLEARFIELD, ELK, FULTON, HUNTINGTON, INDIANA,
JEFFERSON, LAWRENCE, MERCER, MIFFLIN, SOMERSET,
VENANGO AND WESTMORELAND COUNTIES).....\$ 30.56
23.72
PAINTERS: BRIDGE (ARMSTRONG, BEAVER, BEDFORD,
BLAIR, BUTLER,CAMBRIA, CENTRE, CLARION, CLEARFIELD,
ELK, FULTON, HUNTINGTON, INDIANA, JEFFERSON,
LAWRENCE, MERCER, MIFFLIN, SOMERSET, VENANGO AND
WESTMORELAND COUNTIES).....\$ 38.33
23.72

PAIN0057-022 05/01/2024

Rates

Fringes

PAINTERS: SPRAY AND SANDBLASTING (ERIE, MCKEAN, AND
WARREN (INCLUDING COLUMBUS AND FREEHOLD TWPS)
COUNTIES).....\$ 27.12
24.89
PAINTERS: BRUSH AND ROLLER (ERIE, MCKEAN, AND
WARREN (INCLUDING COLUMBUS AND FREEHOLD TWPS)
COUNTIES).....\$ 26.37
24.89
PAINTERS: BRIDGES, STACKS, TOWERS (ERIE, MCKEAN, AND
WARREN (INCLUDING COLUMBUS AND FREEHOLD TWPS)
COUNTIES).....\$ 28.87
24.89

PAIN0057-027 06/01/2023

Rates

Fringes

PAINTER: BRUSH AND ROLLER (CAMERON, CRAWFORD,
POTTER, WARREN, (EXCLUDING COLUMBUS AND FREEHOLD
TWPS)).....\$ 30.56
23.72

PLAS0526-002 01/01/2026

Rates

Fringes

CEMENT MASON/CONCRETE FINISHER.....\$ 37.44
28.00

PLUM0027-001 06/01/2023

Rates

Fringes

PLUMBERS AND PIPEFITTERS: BRIDGE DRAIN PIPE
(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).....\$ 48.65
25.47

PLUM0027-009 06/01/2023

Rates

Fringes

PLUMBERS AND PIPEFITTERS: BRIDGE DRAIN PIPE
(CRAWFORD, ERIE, FOREST, MCKEAN, MERCER, VENANGO
AND WARREN COUNTIES).....\$ 46.98
25.47

PLUM0354-005 06/01/2012

Rates

Fringes

PLUMBERS AND PIPEFITTERS: BRIDGE DRAIN PIPE
(BEDFORD, BLAIR, CAMBRIA, CAMERON, CLEARFIELD, ELK,
FAYETTE, GREENE (EXTREME EASTERN PORTION),
HUNTINGDON, INDIANA, JEFFERSON, SOMERSE, WASHINGTON
(EXTREME EASTERN PORTION), AND WESTMORELAND
COUNTIES).....\$ 35.54
19.97

Rates

Fringes

TRUCK DRIVERS: 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, PAYLODER, TOURNAWAGONS, AND SIMILAR EQUIPMENT WHEN NOT SELF LOADED); TAR AND ASPHALT DISTRIBUTORS TRUCKS, HEAVY DUTY TRAILER, SUCH AS LOW BOY, HIGH BOY BEDFORD, CAMERON, CLAIRON, CLINTON, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES
 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.....\$ 38.25

23.93

TRUCK DRIVERS: 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) BEDFORD, CAMERON, CLAIRON, CLINTON, ELK, FOREST, FRANKLIN, FULTON, HUNTINGDON, MIFFLIN, AND POTTER COUNTIES 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.....\$ 37.79

23.63

TRUCK DRIVER: 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, PAYLODER, TOURNAWAGONS, AND SIMILAR EQUIPMENT WHEN NOT SELF LOADED); TAR AND ASPHALT DISTRIBUTORS TRUCKS, HEAVY DUTY TRAILER, SUCH AS LOW BOY, HIGH BOY (ALLEGHENY, ARMSTRONG, BEAVER, BLAIR, BUTLER, CAMBRIA, CENTRE, CLARFIELD, CRAWFORD, ERIE, FAYETTE, GREENE, INDIANA, JEFFERSON, LAWRENCE, MCKEAN, MERCER, SOMERSET, VENANGO, WARREN, WASHINGTON, AND WESTMORELAND)
 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.....\$ 38.39

24.02

applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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.

=====
END OF GENERAL DECISION

"

BID PROPOSAL

BID FOR CONSTRUCTION

Gentlemen:

1. The Undersigned, having familiarized (himself) (herself) (themselves) (itself) with the existing conditions in the Project Area affecting the cost of work, and the Contract Documents which include Invitation for Bids, Instructions to Bidders, the Form of Bid, the Form of Bid Bond, Form of Contract (or agreement), Form of Non-Collusion Affidavit, Addenda (if any), General Conditions, Part I, II, Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and the Form of Surety Bond or Bonds; as prepared by _____ hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools appurtenances, equipment and services, including utility and transportation services, required to construct and complete the **Project No. CD 24-18** in accordance with the above listed documents at and for the Lump Sum price of _____ Dollars (\$ _____).
2. In submitting this Bid, the Bidder understands that the right is reserved by the Redevelopment Authority of the County of Washington to reject any or all bids. If the written notice of the acceptance of this Bid is mailed, faxed, e-mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bonds within ten (10) days after the agreement is presented to him/her for signature.
3. Security in the sum of _____ Dollars, in the form of _____, is submitted herewith in accordance with the Instructions to Bidder.
4. Attached hereto is a Non-Collusion Affidavit swearing that the undersigned has not colluded with any person in respect to this Bid or any other bid or the submitting of bids for the contract for which the bid is submitted.
5. The Bidder is prepared to submit a financial and experience statement.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she does not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of the certification will be a violation of the Equal Opportunity Clause in any contract resulting from the 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 storage or dressing areas, parking lots, drinking fountains, recreation, entertainment areas, transportation and housing facilities provided for the employees which are segregated by explicit directive or are in fact segregated on the basis of color, race, religion, or national origin, because of habit, local custom or otherwise. The Bidder agrees that except where he/she has shown or obtained identical certification from the proposed subcontractors for specific time period and he/she will also obtain identical certifications from the proposed subcontractors from the provisions of the Equal Opportunity Clause and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offer is prescribed in 18U.S.C., #1001.

IN WITNESS WHEREOF, the undersigned Bidder has hereunto subscribed his/her name of
this day of _____, 20____; at _____

SIGNATURES

(When the Bidder is an individual doing business in his/her individual name.)

Name

Home Address

City, State and Zip Code

Treasury Number

WITNESS:

(SEAL)

Business Address

(When the Bidder is a partnership or an individual not doing business in his/her individual name).

_____ is a partnership/an individual trading under a fictitious or assumed name and has/has not registered under the Fictitious Names Act of Pennsylvania, namely, the Act of May 24, 1945, P.L. 967, as amended, 54 P.S. Section 28.1 et. seq., or the preceding Act of June 28, 1917, P.L. 645, as amended.

Business Address

(Fictitious or Assumed Name)

Home Address

(Individual doing business as shown) (SEAL)

(Partner trading as above) (SEAL*)

Treasury Number

WITNESS:

(Partner trading as above) (SEAL*)

Street Address

City

* If the Bidder is a partnership, the contract must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the attached Certificate.

(When the Bidder is a corporation).

_____ is a corporation organized and existing under the laws of _____ with principal place of business at _____

_____, _____, _____, and if _____ (City) _____ (State)

a non Pennsylvania corporation, has/has not been granted a certificate of authority to do business in Pennsylvania, as required by the Pennsylvania Business Corporation Law, approved May 5, 1933, P.L. 364, as amended 15 P.S. sec. 2852-1 et. seq.

President

Vice President

Name

Name

Home Address

Home Address

City, State and Zip Code

City, State and Zip Code

Secretary/Treasurer

Firm

Name

Name

Home Address

Home Address

City, State and Zip Code

City, State and Zip Code

ATTEST:

(Secretary)

BY: _____ **
(President)

** If the Bidder is a corporation, the contract must be executed in its correct corporate name by its President or Vice President and its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the attached Certificate must be executed by the Secretary or Assistant Secretary.

CERTIFICATE AS TO PARTNERSHIP

I, a partner of _____, the partnership named as Bidder in the within contract, certify that the following are the names and addresses of all the partners of said partnership;

Name

Home Address

City

State and Zip Code

Name

Home Address

City

State and Zip Code

Business Address

Name

Home Address

City

State and Zip Code

Name

Home Address

City

State and Zip Code

Address

Treasury Number

Date

Partner (SIGNED)

CERTIFICATE AS TO CORPORATE BIDDER

I, _____, certify that I am the (Secretary/Assistant Secretary) of the corporate named as Bidder in the within contract; that _____ who signed the said contract on behalf of the Bidder was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said contract was duly signed, sealed, and attested for and on behalf of said corporation by authority of its governing body.

(Date)

(Secretary)

(AFFIX CORPORATE SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
) SS:
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

(1) He/she is _____ of _____, (Owner, Partner, Officer, Representatives or Agent), the Bidder that has submitted the attached Bid:

(2) He/she 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 Affidavit 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 or 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 of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Redevelopment Authority of the County of Washington (Local Public Agency) 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 Affidavit.

SIGNED: _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____.

(Title)

My commission expires: _____

BID BOND

SURETY BOND, given by _____, of _____,
as Principal, _____, of _____,
as Surety, to REDEVELOPMENT AUTHORITY OF THE COUNTY OF WASHINGTON, 90 West
Chestnut Street, Suite 700, Washington, Washington County, Pennsylvania 15301 (hereinafter called
"Owner").

The Principal and Surety are bound unto the Owner, in the sum of \$ _____ for the
payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective
successors and assigns.

WHEREAS, the Principal has submitted a Bid in the amount of \$ _____ this date
for site improvement in a project known as _____,
as more fully described in the Bid which is annexed hereto and made a part hereof

NOW, therefore, the condition of this obligation is such that if the Principal promptly and faithfully
executes the agreement for site preparation upon award of contract to it, then this obligation shall be void;
but otherwise this obligation shall remain in full force subject to the following:

1. No substituted performance shall be permitted under this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have executed and delivered this Bond on
the _____ day of _____, 20_____, intending thereby to be legally bound.

In the presence of:

Individual Principals Sign Here:

(Business Address)

(Business Address)

Attest:

Corporate Principal Sign Here:

(Business Address)

By: _____

Title: _____ (SEAL)

Attest:

Corporate Surety Sign Here:

By: _____

Title: _____ (SEAL)

Countersigned by:

Attorney-in-fact, State of _____

(Power-of-Attorney for person signing for surety company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the

Secretary of the corporation
named as Principal in the within bond; that _____,
who signed the said bond on behalf of the Principal was then _____

of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and
that said bond was duly signed, sealed, and attested to for and on behalf of said corporation by
authority of its governing body.

Corporate Seal

Title

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. This Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you every failed to complete any work awarded to you? If so, where and why?
9. Have you every defaulted on a contract? If so, where and why?
10. List the most important projects recently completed by your company, stating the appropriate cost for each, and the month and year completed.
11. List your major equipment available for this Contract.
12. List your experience in construction work similar in importance to this project.
13. List the background and experience of the principal members of your organization, including the officers.

SECTION 3 INTENT TO COMPLY

_____, 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 Washington County.

- A. To ascertain from the Local Public Agency'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 Local Public Agency'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 (one mile radius around project site);
 - 2. Participants in Youth Build 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 notify Section 3 Workers 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:
 - 1. 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;
 - 2. Applicants selected to carry out Youth Build projects;
 - 3. Other Section 3 business concerns
- E. To the greatest extent feasible, to facilitate the training and employment of Section 3 Workers in an effort to reach the numerical goal established by HUD.
- F. To provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses and to post contract and job opportunities to the Opportunity Portal, and to check the Business Registry for businesses located in the project area.
- G. To submit reports to the Redevelopment Authority of the County of Washington and/or HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.

- H. 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.
- I. 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

CONTRACT DOCUMENTS

AGREEMENT FOR CONSTRUCTION

THIS AGREEMENT, made this _____ day of _____, by and between _____ (a corporation organized and existing under the laws of the State of _____) (a partnership consisting of _____) (an individual trading as _____).

*hereinafter called the "Contractor" and the REDEVELOPMENT AUTHORITY OF THE COUNTY OF WASHINGTON, hereinafter called the "Local Public Agency".

WITNESSETH, that the Contractor and the Local Public Agency for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Construction Contract, namely _____, and other work incidental thereto. All in strict accordance with the Contract Documents for Construction, including all Addenda thereto, numbered _____, dated _____, and _____ dated _____, all as prepared by _____, acting and in these Contract Documents for Construction referred to as the "Engineer".

ARTICLE 2. The Contract Price: The Local Public Agency will pay the Contractor for the Performance of the Contract in current funds, for the total quantities of work performed at the lump sum price stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the Section - CHANGES IN THE WORK UNDER GENERAL CONDITIONS, PART I. The Contract price shall be the total bid price of _____ (DOLLARS).

ARTICLE 3. Contract: The executed contract documents shall consist of the following:

- | | |
|----------------------------|---|
| a. This Agreement | f. General Conditions, Part I, II and III |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Drawings (as listed in the Schedule of Drawings) |
| e. Signed copy of Bid | |

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract, as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in one (1) original copy on the day and year first above written.

Attest:

(Contractor)

(Employer I.D.)

(Owner, Partnership or Corporation)

By _____

Title _____

(Street)

(City)

REDEVELOPMENT AUTHORITY OF THE
COUNTY OF WASHINGTON

By _____

(Print or type the names underneath all signatures).

Title: _____

Certifications:

I, _____ certify that I am the _____
of the corporation named as Contractor herein; that _____
who signed this Agreement on behalf of the Contractor, was then _____
_____ of said corporation; that said Agreement was duly signed for
and on behalf of said corporation by authority of its governing body, and is within the scope of its
corporate powers.

Corporate

Seal

ARTICLE 4 Stipulation Against Liens

REDEVELOPMENT AUTHORITY OF)
THE COUNTY OF WASHINGTON)
OWNER)
VS.)
_____)
CONTRACTOR)

In the Court of Common Pleas of
Washington County, Pennsylvania

No. _____

WHEREAS, the Redevelopment Authority of the County of Washington, a body politic and corporate, of the County of Washington, State of Pennsylvania, is about to execute contemporaneously herewith a contract with _____
for _____.

NOW, THEREFORE, _____, 20 ____, at the time of and immediately before the execution of the contract and before any authority has been given by the said Redevelopment Authority of the County of Washington to the said _____ to commence work on the said Project or purchase materials for the same, in consideration of the making of said contract with the said _____ and for the further consideration of One Dollar (\$1.00) paid to the said _____ by the said Redevelopment Authority of the County of Washington, it is agreed that no mechanic's claims or other liens shall be filed against the structures and/or lot of ground appurtenant thereto by the said _____ nor any subcontractor, nor by any of the materialmen or workmen or any person for any materials or labor or extra materials or labor purchased or furnished in connection with the construction of the said project or any part thereof, the right to file such claims or liens being expressly waived and relinquished herewith.

(SEAL)
ATTEST:

REDEVELOPMENT AUTHORITY OF
THE COUNTY OF WASHINGTON

BY: _____

Title: _____

(SEAL)
ATTEST:

CONTRACTOR

BY: _____

Title _____

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND
LABOR MATERIALMEN'S BONDS

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint venturer's, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal, that fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person (s) executing the bond for the Principal if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, OR there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The current Power-of-Attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must NOT be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - (a) The rate of premium in dollars per thousand; and
 - (b) The total dollar amount premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath EACH SIGNATURE appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

PERFORMANCE BOND

SURETY BOND, given by _____,
of _____ as Principal, _____
_____ of _____
as Surety, to REDEVELOPMENT AUTHORITY OF THE COUNTY OF WASHINGTON, of 90 West
Chestnut Street, Suite 700, Washington, Washington County, Pennsylvania 15301, (hereinafter called
"Owner").

The Principal and Surety are bound unto the Owner, in the sum of \$ _____ for the payment
of which the Principal and Surety hereby jointly and severally bind themselves, their respective successors
and assigns.

WHEREAS, the Principal has entered into a contract with the Owner in the amount of \$ _____
this date for site improvement in a project known as _____ PROJECT NO. CD 24-18 _____ as more
fully described in the contract which is annexed hereto and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly and
faithfully performs all the covenants and conditions of the contract on its part and has completed said
contract, then this obligation shall be void following the lapse of two (2) years from the date of completion;
but otherwise this obligation shall remain in full force, subject, however, to the following conditions:

1. Substituted Performance. Whenever the Principal shall be, and shall be declared by the
Owner to be, in default under the contract, the Surety may promptly remedy the default, or in the
alternative, shall have the option to assume and complete the contract, or to obtain another on approval of
the Owner to complete the contract, and thereafter the Surety or such other person shall be subrogated to
all the rights of the Principal under the contract.

IN WITNESS WHEREOF, the Principal and the Surety have executed and delivered this Bond

on the _____ day of _____, 20____, intending thereby to be legally bound.

In the presence of:

(Individual Principals sign here)

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

Attest:

(Corporate Principal sign here)

By _____
Title _____

Attest:

(Surety sign here)

The rate of premium charged is \$ _____ per thousand. The total amount of premium charged is \$ _____. (The above must be filled in by the Corporate Surety.)

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the surety shall be discharged from liability on this Bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ as principal, and _____

_____,
as sureties are held and firmly bound unto the Redevelopment Authority of the County of Washington its
certain attorney, successors, or assigns (hereinafter called the "Obligee") in the penal sum of
_____ Dollars
(\$ _____) lawful money of the United States, for the payment of which sum well and
truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly
and severally, firmly by these presents:

WHEREAS, said principal has entered into a certain contract with said Obligee, dated _____,
20_____, (hereinafter called the "Contract") for _____
_____ which Contract and the Specifications for said work
shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal
and all subcontractors to whom any portion of the work provided for in said contract is sublet and all
assignees of said principal and of such subcontractors shall promptly make payment for all material
furnished, labor supplied or performed, rental for equipment employed, and services rendered by public
utilities in or in connection with the prosecution of the work, whether or not the said material, labor,
equipment or services enter into and become component parts of the work or improvement contemplated
in said contract, or in any amendment or extension of or addition to said Contract, then the above
obligation shall be void; otherwise to remain in full force and effect, PROVIDED, however, that this Bond
is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services or furnished materials or
machinery, shall have a direct right of action against the principal and surety on this Bond, which right of
action shall be asserted in proceedings instituted in the State in which such labor was performed, services
rendered or materials furnished (or where labor has been performed, services rendered or materials
furnished under said Contract in more than one State, then in any such State). Insofar as permitted by the
laws of such State, such right of action shall be asserted in a proceeding instituted in the name of the
Obligee to the use and benefit of the person instituting such action and any or all other persons having
claims hereunder, and any other person having a claim hereunder shall have the right to be made a party
to such proceeding (but not later than two years after the complete performance of said Contract and final
settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The surety shall not be liable hereunder for any damages or compensation recoverable
under any workmen's compensation or employer's liability statute.

(c) In no event shall the surety be liable for a greater sum than the penalty of this Bond, or
subject to any suit, action or proceeding thereon that is instituted later than two years after the complete
performance of said Contract and final settlement thereof.

(d) As used herein: The term "person" refers to any individual, firm or corporation who have
furnished materials or machinery or public utility services to be used on or incorporated in the work or the
prosecution thereof provided for in said Contract or in any amendment or extension of or addition to said
Contract, and/or to any person engaged in the prosecution of the work provided for in said Contract or in

any amendment or extension of or addition to said Contract who is an agent, servant or employee of the principal or of any subcontractor, or of any assignee of said principal or of any subcontractor and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal, or any subcontractor, or any assignee of said principal or of said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20_____.

Witness:

Individual Principals Sign Here:

Title _____ (SEAL)

Title _____ (SEAL)

Attest:

Corporate Principal Sign Here:

By _____
Title _____ (SEAL)

Attest:

Surety Sign Here:

By _____
Title _____ (SEAL)

The rate of the premium charged is \$ _____ per thousand.

The total amount of the premium charged is \$ _____.

(The above must be filled in by the Corporate Surety).

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the surety shall be discharged from liability on this Bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and Interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and Interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P. S. Sec. 23, amended.

GENERAL CONDITIONS AND SPECIFICATIONS, PART I

GENERAL SPECIFICATIONS - PART I
GENERAL CONDITIONS

101. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Local Public Agency and the Contractor, of which these General Conditions, Part I and II form a part.
- b. The term "Local Public Agency" means the Redevelopment Authority of the County of Washington which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm, or corporation entering into the Contract with the Local Public Agency to construct and install the improvements embraced in this Construction Contract.
- d. The term "Project Area" means the site of the Community Development Project within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "engineer" means Bankson Engineers, Inc. providing the Local Public Agency with architectural or engineering services, its successors, or any other person or persons, employed by said Local Public Agency for the purpose of directing or being in charge of the work of construction embraced in this Contract.
- f. The term "Local Government" means Union Township within which the Project Area is situated.
- g. The term "Contract Documents" means and shall include the following: executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, signed copy of Bid, General Conditions (Part I and II), Special Conditions, Technical Specifications and Drawings (as listed in the Schedule of Drawings).
- h. The term "drawings" means the drawings listed in the Schedule of Drawings.
- i. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines, and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- j. The term "addendum" means any change, revision, or clarification of the Contract Documents which has been duly issued by the Local Public Agency to prospective Bidders prior to the time of receiving Bids.

102. Superintendence by Contractor

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, to supervise the work at all times during the working hours with full authority to act for him/her. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his/her work.
- b. The Contractor shall lay out his/her own work and he/she shall be responsible for all work executed by him/her under the Contract. He/She shall verify all figures and elevations before proceeding with the work and will be held responsible for any errors resulting from his/her failure to do so.

103. Subcontracts

- a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he/she submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of such subcontractor from the Local Public Agency. The Contractor must submit also to the Local Public Agency the form of Approval of Subcontractor or Material Supplier copies of which forms also follow.
- b. No proposed subcontractor shall be disapproved by the Local Public Agency except for cause.
- c. The Contractor shall be as fully responsible to the Local Public Agency for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her.
- d. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work and require compliance by each subcontractor with the applicable provisions of the Contract.
- e. Nothing contained in the Subcontract shall create any contractual relationship between any subcontractor and the Local Public Agency.

APPROVAL OF SUBCONTRACTOR

Project Name: _____ Project No.: _____

Principal Contractor: _____

Principal Contract No.: _____ for _____ Work

Subcontractor: _____

Address: _____

Division of Work: _____

Date of Subcontract or Order: _____

Submitted By: _____ Date: _____

Signature Principal Contractor

Subcontractor's Federal Identification No.: _____

Total Amount of Subcontractor's Agreement with Principal Contractor: \$ _____

Subcontractor's Minority Status: _____

RECOMMENDED FOR APPROVAL

By: _____ Date: _____

Project Engineer

104. OTHER CONTRACTS

The Local Public Agency may award or may have awarded other contracts for additional work to be performed concurrently on the same Project Site and the Contractor shall cooperate fully with such other Contractors by scheduling and coordinating his own work with that to be performed under other Contracts as may be directed by the Local Public Agency. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper coordination of the operations of all trades, subcontractors or materialmen engaged upon this Contract. He shall be responsible to provide to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS

Contractor's subcontracts shall provide for settlement of disputes by arbitration. Contractor hereby warrants that it shall indemnify, defend, and save harmless the Local Public Agency from any claim, action or demand made by subcontractor against the Local Public Agency and shall pay for any costs or expenses of defense in any such claim, action or demand made by subcontractor, including the payment of any verdict, award or judgment won by any subcontractor against the Local Public Agency.

107. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress for each month.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment and submit it with the required number of copies to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting ten percent (10%) of the total amount to be retained. The amount retained shall not be reduced, except in accordance with Act 57 of 1998, 62 Pa. C.S.A. §107, regarding award and execution of proper contracts. Any amounts retained shall become due at the time final payment becomes due. The total value of the work completed to date shall be based upon the estimated quantities of work completed to date on each item and the unit prices established in a COST BREAKDOWN and adjusted in accordance with the value of work completed to date on the approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoices shall be available for inspection by the Engineer.

b. Monthly or partial payments made by the Local Public Agency to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. The

Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Local Public Agency. Such payments shall not constitute a waiver of the right of the Local Public Agency to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Local Public Agency in all details.

2. Final Payment

a. After final inspection and acceptance by the Local Public Agency of all work under the Contract, the Contractor shall prepare his requisition for final payment. The total amount of the final payment due the Contractor under this Contract shall be the lump sum shown in the agreement, or this sum as adjusted by approved change orders, less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Local Public Agency with a release in satisfactory form of all claims against the Local Public Agency arising under and by virtue of his contract, other than such claims if any, as may be specifically accepted by the Contractor from the operation of the release as provided under the section entitled DISPUTES under GENERAL CONDITIONS AND SPECIFICATIONS, PART 1.

b. The Local Public Agency, before paying the final payment, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractors if the Local Public Agency deems the same necessary in order to protect its interest. The Local Public Agency may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall not, in any way, impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Local Public Agency under the section entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Local Public Agency may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Public Agency and, if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Public Agency to determine or adjust any claims or disputes between the Local Public Agency, Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the Local Public Agency elects to do so. The failure or refusal of the Local Public Agency to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Before each payment by the Local Public Agency to the Contractor under this Contract, the Contractor shall furnish the Local Public Agency with his certificate in duplicate, substantially to the effect that the Contractor and each subcontractor has complied with the wage and other Labor-Standards Provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by

this Contract or that there is so honest dispute with respect to such provisions. The form of the certificate to be used will be furnished by the Local Public Agency.

109. CHANGES IN THE WORK

a. The Local Public Agency may make changes additions or deletions in the scope of the work required to be performed by the Contractor under the Contract without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or in the supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Local Public Agency authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Contract (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices), the Local Public Agency may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.

d. The Local Public Agency shall, before ordering the Contractor to proceed with desired changes, request an itemized cost from him covering the work involved in the change after which the procedure shall be as follows:

- (1) If the cost is acceptable, the Local Public Agency will prepare the change order in accordance therewith for acceptance by the Contractor, and
 - (2) If the cost is not acceptable and prompt agreement between the two parties cannot be reached, the Local Public Agency may order the Contractor to proceed with the work under protest and the disagreement shall be resolved as expeditiously as possible.
- e. Each change order shall include in its final form:
- (1) A detailed description of the change in the work.
 - (2) The Contractor's itemized cost.
 - (3) A definite statement as to the resulting change in the contract price and time.
 - (4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of times he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations contour lines, or benchmarks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted or would result, in handling more materials or performing more work, than would be reasonably estimated from the Drawings and maps issued.

c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Local Public Agency and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Local Public Agency.

d. If, on the basis of the available evidence, the Local Public Agency determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided in Section 109 - CHANGES IN THE WORK under GENERAL CONDITIONS AND SPECIFICATIONS, PART I. If the Local Public Agency determines that no adjustment is necessary, the Contractor shall proceed with the work, but may reserve its rights under Section 113 - DISPUTES.

111. TERMINATION: DELAYS: AND LIQUIDATED DAMAGES

a. Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Local Public Agency, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Public Agency for any additional cost incurred by the Local Public Agency in its completion of the work and they shall also be liable to the Local Public Agency for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment and plant as may be on the site of the work and necessary therefore.

b. Liquidated Damages for Delays. If the Contractor fails to commence work within the period of time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor, or, if the work is not completed within the period of time as specified in the Invitation for Bids, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Local Public Agency as fixed, agreed and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - 403 LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Local Public Agency for the amount thereof. If failure to initiate work results in an alternate award, the Contractor shall pay damages resulting from such alternate award.

c. Excusable Delays. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other emergency;
- (2) To any acts of the Local Public Agency;
- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the Execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions;
- (4) To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs (1), (2) and (3) of this Paragraph "c".

Provided, however, that the Contractor promptly notify the Local Public Agency within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Local Public Agency shall ascertain the facts and the causes and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Local Public Agency shall extend the time for completing the work for a period of time commensurate with the period of excusable delay; if the Local Public Agency finds the delay is not properly excusable, Contractor shall proceed without delay.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Local Public Agency.

113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS AND SPECIFICATIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing, and will be mailed to the Contractor by registered mail, return receipt requested, directed to his last known address.

c. If the Contractor does not agree with any decision of the Local Public Agency, he shall in no case allow the dispute to delay the work but shall proceed with the work under protest and he may then except the matter in question from the final release.

d. In the event that Contractor and Local Public Agency do not agree on the resolution of the dispute, the parties agree that the Court of Common Pleas of Washington County, Pennsylvania shall have exclusive jurisdiction to resolve such dispute.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings, and anything shown on the drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings or Technical Specifications, the matter shall be immediately submitted to the Local Public Agency, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

a. All required drawings including shop drawings (machinery details, layout drawings, and like graphic representations) shall be submitted to the Engineer in six (6) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, until they are approved.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a drawing is in accord with the contract or involves only a minor adjustment in the interest of the Local Public Agency not involving a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Local Public Agency to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Local Public Agency under the Contract and surety bond or bonds."

d. After the Contractor's drawings are approved, the Contractor must deliver to the Local Public Agency the original tracings which have been corrected to agree with the approved prints.

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the questions of quality.

b. The Contractor shall furnish to the Local Public Agency for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section - SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS AND SPECIFICATIONS, PART I.)

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall be given full force and effect as though printed in the Technical Specifications.

e. The Local Public Agency may require the Contractor to dismiss from the work such employee or employees as the Local Public Agency or the Engineer may deem incompetent, careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, and other assurances as called for in the contract documents or required by the Engineer promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be

manufactured or delivered to the site, except at the Contractor's own risk, until required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the Local Public Agency's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials, equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such preparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be paid as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the engineer;
- (2) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;

119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Local Public Agency. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Local Public Agency will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

Should the Contractor fail to observe the foregoing provisions and proceed with the Construction or install any utility at variance with any applicable ordinance or code, including any written

waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Local Public Agency but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the Change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavements, sidewalks, sheds, pavement cuts, building and electrical work required by the local regulatory body or any of its agencies.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the improvements embraced in this Contract.

d. The Contractor shall pay for all inspections required on this Contract by any state, local, county, or other governmental agency, authority or public utility.

120. CARE OF WORK

a. The Contractor shall indemnify and save harmless the Local Public Agency for all damages to person or property that occur as a result of his fault or negligence and, in addition, for intentional acts of its servants, agents and employees in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed and provide any watchmen required to protect such work and materials until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Local Public Agency.

b. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instruction or authorization from the Local Public Agency is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Local Public Agency. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Local Public Agency as provided in the Section 109 - CHANGES IN THE WORK under GENERAL CONDITIONS AND SPECIFICATIONS, PART I.

c. The Contractor shall avoid damages resulting from his operations to existing sidewalks, streets, curbs pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall, at his own expense, completely repair any damage thereto caused by his operations.

d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Local Public Agency from any damages on account of settlements, subsidence, or the loss of lateral support of adjoining property, together with all costs, expense and damages for which the Local Public Agency may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention to Construction" published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment or work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Local Public Agency from any claims or actions for damage resulting from property damage, personal injury and death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the need arises, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits or as may be directed by the Local Public Agency, and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Governments regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public

rights-of-way in a neat and clean condition. There shall be no burning of debris or trash, or any open fires on the site or in the Project Area.

125. INSPECTION

a. All materials and workmanship shall be subject to inspections, examination, or test by the Local Public Agency and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Local Public Agency shall have the right to reject defective materials and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Local Public Agency may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Local Public Agency.

b. The Contractor shall furnish promptly all materials reasonably necessary for tests which may be required. (See Section 118 - SAMPLES CERTIFICATES AND TESTS, under the GENERAL CONDITIONS AND SPECIFICATIONS, PART I.). All tests by the Local Public Agency or the Engineer will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Technical Specifications.

c. The Contractor shall notify the Local Public Agency sufficiently in advance of backfilling or concealing any facilities in such manner as to prevent proper inspection. If any facilities are concealed without approval or consent of the Local Public Agency, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Local Public Agency.

Should it be considered necessary or advisable by the Local Public Agency at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent (15%) of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work, in whole or in part, by the Local Public Agency or its agents shall relieve the Contractor or his sureties of full responsibility for

materials furnished or work performed not in strict accordance with the Contract. Ultimate approval or rejection of all material and workmanship shall rest with the Local Public Agency.

126. REVIEW BY LOCAL PUBLIC AGENCY

The Local Public Agency, its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Local Public Agency through its authorized representatives or agents.

127. FINAL INSPECTION

When the improvements embraced in this Contract are fully completed, the Contractor shall notify the Local Public Agency in writing that the work is ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the Local Public Agency having charge of inspection. If the Local Public Agency determines that the status of the improvements is as represented (it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable) ultimate approval or rejection of the work shall rest with the Local Public Agency.

128. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

129. INSURANCE

a. The Contractor shall carry or require that there be carried Worker's Compensation Insurance and Employer's Liability Insurance for all his employees and those of his subcontractors engaged in work at the sites in accordance with Pennsylvania Worker's Compensation Laws.

b. The Contractor shall carry (or require that there be carried) Commercial General Liability Insurance with combined single limit of \$5,000,000 to protect the Contractor and his subcontractors against claims for bodily injury, personal injury and property damage to one or more than one person because of accidents which may occur or result from operations under the Contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers and mobile equipment used in the construction of the improvement embraced in this Contract.

c. The Contractor shall carry, during the life of the contract, Automobile Insurance in an amount of not less than \$1,000,000 for each accident covering all owned, non-owned and hired automobiles for protection from claims for property damage and bodily injury which might arise from operations under the Contract.

d. The Contractor will purchase and maintain completed value (Builder's Risk) property insurance upon the project to the full insurable value thereof. This insurance shall include the interests of the OWNER, the Contractor and Subcontractors in the work and shall insure against all risks of direct physical loss of or damage to insured property, including theft of building materials, except where such insurance requirement is amended or expressly waived by the Instructions to Bidders (14).

e. The Contractor shall submit evidence of the coverage required above to the Local Public Agency for review and approval. Proof of this insurance shall be provided by the successful bidder following the bid opening, but before award of the Contract, as a condition of the award. Substitute policies shall be provided in place of those disapproved. All insurance shall be carried with insurance companies with an AM Best Company Rating of B+ or higher, licensed in the State and approved by the Local Public Agency, and shall be kept in force until the Contractor's work is accepted by the Local Public Agency. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Local Public Agency shall be renewed and evidence of such renewal shall be submitted to the Local Public Agency for its approval.

f. The successful bidder shall provide Certificate(s) of Insurance as required under Section 129 - INSURANCE following the bid opening, but before the award of the contract, as a condition of the award. The Certificate(s) shall name the "Redevelopment Authority of the County of Washington" as additional insured.

g. The Contractor shall indemnify and hold harmless the Local Public Agency, their servants, agents, and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the services, provided, that any such claim, damage, loss or expense is attributable and is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

130. PATENTS

The Contractor shall hold and save the Local Public Agency, its officers and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Local Public Agency, unless otherwise specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Local Public Agency free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to place a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any

rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Public Agency. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

Neither the final certificate of payment, nor any provision in the Contract, nor partial or entire use of the improvements embraced in this Contract by the Local Public Agency or the public, shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twenty-four (24) months. Such guaranty period will start from the date of final acceptance of the work.

If at any time during the guaranty period any item of construction or any parts thereof, in the opinion of the Local Public Agency, require repairs due to faulty material or workmanship and the Local Public Agency notifies the Contractor to make the required repairs, the Contractor shall immediately commence and complete the same to the satisfaction of the Local Public Agency. In case of failure or neglect of the Contractor within five (5) days from the date of the service of the notice to begin the repairs and faithfully prosecute the same to completion, the Local Public Agency shall have the right to purchase such materials as may be necessary and to employ with such person or persons as may be proper and to undertake and complete the necessary repairs. The expense thereof shall be charged to the Contractor

When any final repairs on the items of work under this Contract are ordered by the Local Public Agency before the expiration of the guaranty period and the Contractor, for any reason, is unable or unwilling to complete such repairs before the expiration of the guaranty period, the guaranty period shall be extended and this Contract be in full force until such time as the repairs are completed in accordance with the specifications and accepted in writing by the Local Public Agency.

133. JURISDICTIONAL DISPUTES

Jurisdictional disputes will be resolved between the Contractor and the disputing parties. The Local Public Agency shall not be a party to these disputes.

134. EXPLOSIVES AND BLASTING

Blasting shall not be allowed.

135. PRECONSTRUCTION CONFERENCE

A preconstruction conference is to be held by the Local Public Agency with the Local Public Agency's prime Contractor and his subcontractors. The purpose of the conference is to assure that the Local Public Agency's prime Contractor and his subcontractors understand and accept their contract obligations under Executive Order 11246 and understand the Local Public Agency's role in the enforcement of those contract obligations.

The Contractor shall be represented by officials who will be directly responsible for the selection of the work force and for supervision over construction workers.

GENERAL CONDITIONS AND SPECIFICATIONS – PART II

GENERAL CONDITIONS AND SPECIFICATIONS
PART II
U. S. Department of Housing and Urban Development
FEDERAL LABOR STANDARDS PROVISIONS

201. THE FOLLOWING FEDERAL LABOR STANDARD PROVISIONS SHALL APPLY:

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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 Part 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 Part 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.

The Secretary of Labor issues wage determination decisions which are published in the Federal Register from time to time with modifications or supersedes actions. The Bidder is on notice that he will be bound by the effective wage determination decision as modified or superseded prior to the day of the bid opening, regardless of the wage determination decision attached to these documents.

(ii)(a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

Except with respect to helpers as defined in 29 CFR 5.2(n)(A),

- (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.
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

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

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

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(ii)(b) or (c) of this section, 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.

- (v) (A) The contracting officer shall require that 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 be wage rates contained in the wage determination.
- (B) If the contractor, laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representative, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30 day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(I)(v)(B) or (C) of this section, 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.

2. Withholding. HUD or the Local Public Agency 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Local Public Agency 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.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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.

(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 applicants, 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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(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 maintained under 29 CFR Part 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 paragraph A.3.(ii)(b) of this section.

(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 paragraph A.3.(i) of this section 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 Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 this part 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or the Local Public Agency may by appropriate instructions require, 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 29 CFR Part 5.5.

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 the contracting agency, 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).

(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).

(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 1010, Title 18, U.S.C., "Federal Housing Administration transaction", 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.

12. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guardsmen.

- (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 he or she is employed on such work to work in excess of forty hours, 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 forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph B(1) of this Section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the 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 Paragraph B(1) of this Section, 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 forty hours without payment of the overtime wages required by the clause set forth in Paragraph B(1) of this Section.

- (3) Withholding for unpaid wages and liquidated damages. HUD or the Local Public Agency 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 monies 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 Paragraph B(2) of this Section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs B(1) through (4) of this Section 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 Paragraphs B(1) through (4) of this Section.

C. In addition to these clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statues cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor and subcontractor for inspection, copying, or transcription by authorized representatives of the Redevelopment Authority of the County of Washington and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget.

Paragraph	OMB Control Number
(a)(1)(ii)(B).....	1215-0140
(a)(1)(ii)(C).....	1215-0140
(a)(1)(iv).....	1215-0140
(a)(3)(i).....	1215-0140
	1215-0017
(a)(3)(ii)(A).....	1215-0149
(c).....	1215-0140
	1215-0017

202. QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

203. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body one (1) certified copy of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three (3) years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1 (b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid in addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, 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 or subcontractor 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. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

204. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

205. SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., SECTION 874

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948,40 U.S.C., Sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five (5) years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948 62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C. Sec. 276C)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

--- X ---

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term, "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

CONTRACT PROVISIONS
CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING AND PUBLIC WORK
AND ON BUILDING AND WORK FINANCED IN WHOLE OR PART
BY LOANS OR GRANTS FROM THE UNITED STATES
29 CFR PART 3 (1/96)

206. The following Department of Labor regulations shall apply:

Sec. 3.1. Purpose and scope.

This part prescribes "anti-kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. This part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. This part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Sec. 3.2. Definitions.

As used in the regulations in this part:

- (a) The terms "building" or "work" generally include construction activity distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing or owns the materials from which they are manufactured or furnished) is not "building" or "work" within the meaning of the regulations in this part.
- (b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles,

supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor

- (c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
- (d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.
- (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving wages regardless of any contractual relationship alleged to exist between him and the real employer.
- (f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.
- (g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Sec. 3.3 Weekly statement with respect to payment of wages.

- (a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this Part 3 and Part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on Form WH 348, "Statement of Compliance", or an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or

sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work,, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures proscribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount of interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person or when collusion or collaboration exists.

- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness or disability, or for insurance to provide any of the foregoing, or unemployment benefits vacation pay, savings accounts or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.
- (k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction does not violate the Fair Labor Standards Act or prohibited by other law, or if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either:

- (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
- (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- (a) The contractor, subcontractors or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividends or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such persons if any, with the applicant.

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building of work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5 (a) of this subtitle.

Secretary of Labor

GENERAL CONDITIONS AND SPECIFICATIONS – PART III

GENERAL CONDITIONS AND SPECIFICATIONS - PART III

SUPPLEMENTARY GENERAL TERMS AND CONDITIONS, CONTRACTS FOR PUBLIC WORKS

301. Section 3

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) if total amount of assistance exceeds \$200,000. The purpose of Section 3 is to ensure that 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.

- A. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediments that would prevent them from complying with the part 75 regulations.
- B. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- C. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- D. The contractor agrees to hire, to the greatest extent feasible, Section 3 workers 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.
- E. The contractor agrees to attempt to recruit from within the Local Public Agency's service area 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: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in Youth Build Programs, and Other Section 3 Residents.
- F. 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.

- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal (<https://hudapps.hud.gov/OpportunityPortal/>), and will check the Portal for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR Part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

302. Lead Based Paint Hazard

The Contractor is hereby specifically made aware of the HUD lead-based paint regulations, 24 CFR Part 35, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this Contract involves residential structures, the Contractor will comply with the lead-based paint regulations.

303. Compliance with Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement, which is in excess of \$100,000, agree to the following requirements:

- A. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
- C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EDA, indicating that a facility utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in Paragraph (A) through (D) of this section in every non-exempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

304. Equal Employment Opportunity

- (a) If the contract amount is \$10,000 or less, the following conditions shall apply:

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(b) If the contract amount exceeds \$10,000, the following conditions shall apply:

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

305. Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or Other Public Officials

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

306. Prohibition Against Payments of Bonus or Commission

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees for bona fide technical consultant, managerial or other such service, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

307. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

- (d) "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) ;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which to set forth in the solicitations from which this Contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- (6) In order for the non-/working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall, specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- (l) Conduct, at least annually an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring

all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal

Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

308. Small, Minority and Women's Business

The Contractor shall assure that, to the greatest extent feasible, contracts for work to be performed in connection with this project are awarded to small, minority, and women's business concerns in accordance with Executive Orders 11625 and 12138 and 24CFR PART 200.321.

309. Build America, Buy America Act Section 70912

Contractor shall comply with the Build America, Buy America Act Section 70912, enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. All iron, steel, manufactured products, and construction materials used in the implementation of this project must be produced in the United States, unless a waiver is in place requiring otherwise. Contractor shall submit evidence of materials produced in the United States as part of the submission, if applicable (applicable for projects in excess of \$350,000).

SPECIAL CONDITIONS FOR SITE PREPARATION

GENERAL SPECIFICATIONS
SPECIAL CONDITIONS FOR SITE PREPARATION

401. PROJECT SITE

The Project Area consists of the area within the property limits bounded in general by **Project No. CD 24-18**. The project area shall be Veterans Memorial Park in Union Township, Washington County, Pennsylvania.

402. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be fully completed within the period of time as specified in the Invitation for Bids.

403. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Local Public Agency the sum of One Thousand (\$1,000.00) Dollars as fixed, agreed and liquidated damage for each calendar day of delay from the above stipulated time for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

404. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

405. COMMUNICATIONS

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the REDEVELOPMENT AUTHORITY OF THE COUNTY OF WASHINGTON at 90 West Chestnut Street, Suite

700, Washington, Pennsylvania 15301, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to said Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Agency may subsequently specify in writing to the Contractor for such purpose.

- d. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.
- e. This section does not apply to decisions given pursuant to Section 113(b) of this Contract.

406. SIGNS

- a. Subject to the prior approval of the Local Public Agency as to size, design, type and location, and to local regulation, the Contractor and his subcontractors may erect temporary signs for purposes of identification, controlling and detouring traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by Safety Regulations or as necessary to safeguard life and property.
- b. Project sign(s) will be provided to the Contractor at the Preconstruction meeting by the Local Public Agency. The location of the sign(s) will be designated by the Local Public Agency. The Contractor shall erect the sign(s) in the project area in a manner acceptable to the Local Public Agency.
- c. The Contractor shall maintain the project sign(s) in a condition satisfactory to the Local Public Agency during the period of his performance of the contract. The Contractor, upon completion of the contract work or when directed, shall return the sign(s) to the Local Public Agency in clean and acceptable condition.

407. JOB OFFICES

- a. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Local Public Agency shall be consulted with regard to locations.
- b. Upon completion of the Improvements, or as directed by the Local Public Agency, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

408. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, may give notice to the Contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying

with the Technical Specifications and, if in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages of maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or poor workmanship.
- d. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

409. WORK BY OTHERS

The following work will be done by others: None.

410. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge one (1) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies can be requested by the Contractor.

411. PROGRESS SCHEDULE

The Contractor shall prepare a Progress Schedule in accordance with Section 107 of the General Conditions and, in addition to the information required therein, the Progress Schedule shall show graphically:

- a. Any pre-determined times allotted to the utility companies or utilities authorities for their work.
- b. Practical time limits for the successful completion of the various types and phases of work encompassed in this Contract in accordance with the requirements of the specifications.
- c. Any other type of delay or time-consuming process of which the Contractor may be aware.

All of the above shall be shown to be accomplished within the time limits as stated in Section 402, TIME FOR COMPLETION. As the work progresses, the Contractor shall revise and maintain current the Progress Schedule for the uncompleted portions of the work, regardless of the cause of such revisions, at the direction of the Local Public Agency.

412. ENGINEER'S RESPONSIBILITY AND AUTHORITY

The Engineer shall perform the following work and assume certain authorities during the life of this Contract.

- a. The work shall be subject at all times to the inspection of the Engineer or his authorized assistants, who shall have free access and every facility at all times for inspecting the materials and work. This work shall not in any way guarantee the Contractor's work. The presence of the Engineer or his authorized assistants shall not lessen the responsibility of the Contractor.
- b. Approve or disapprove any materials and equipment used by the Contractor.
- c. Sample and test any materials as the Engineer deems necessary.
- d. Any doubt as to the meaning of these technical specifications and/or drawings, or any obscurity as to the wording or intent of them, will be explained by the Engineer. All directions and explanations required or necessary to complete, explain or make definite any section of the specifications and/or drawings and give them due effect will be given by the Engineer in writing, whose decision thereon will be final.
- e. The Engineer will have authority to reject materials and suspend work in case of any dispute which may arise between the Engineer and the Contractor due to defective materials or substandard performance work until the question or questions at issue can be referred to and decided by the Local Public Agency.

Additional responsibilities and authorities invested in the Engineer will be found in General Conditions and Specifications, Part I.

413. TEMPORARY SUSPENSION OF CONSTRUCTION

The Local Public Agency shall have the authority to suspend the construction, wholly or in part, for such period or periods as it may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the construction, or for such times as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

If the Local Public Agency suspends the construction in part, it will have the authority to direct the Contractor to perform such other parts or items of construction which, in its opinion, may be performed with favorable results and advantageously for the time of completion of the project, and shall notify the Contractor accordingly in writing.

If it should become necessary to stop construction for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public nor become damaged in any way. He shall take every precaution to prevent damage or deterioration of the construction performed; provide a suitable drainage, etc.

414. CONSTRUCTION RESERVATION

The Local Public Agency or Engineer does not guarantee the accuracy of the horizontal and vertical locations of the present subsurface structures shown on these plans. Neither does the Local Public Agency nor Engineer guarantee that all subsurface structures are shown.

The locations and elevations of all underground structures that are known to exist are shown on the Contract Drawings. These structures shall include pipelines, sewer lines, etc. This information shall not be considered by the Contractor to be either accurate or complete and the Contractor, therefore, shall be required to determine in his own way the obstructions and difficulties to be encountered in the prosecution of the work under this Contract and any additional expense incurred on account of such obstructions and difficulties shall be included in the unit prices bid for the several items of work.

415. WORK INCIDENTAL TO CONTRACT ITEMS

Where connection is made to existing facilities, the new construction shall be modified or adjusted to meet the existing construction, as directed by the Engineer, and the cost of this work will be included in the respective Contract unit prices for the items of new work involved; therefore, no separate or additional compensation will be allowed.

Such sheeting, shoring, bracing, cribbing, pumping, and like supplemental measures, as may be required during construction, will be considered as incidental to the various bid items in the Contract, and no separate or additional compensation will be allowed thereafter.

416. DAMAGE TO EXISTING CONSTRUCTION

The Contractor shall be held responsible for any and all damage outside the limits of construction indicated on the drawings or designated by the Engineer. This includes damage to adjacent curb gutters, intersecting streets, drainage structures, manholes, sewers, gas and water mains, electric or telephone facilities, pavements, bridges, buildings, walls, etc. Any such damage shall be satisfactorily repaired or replaced by the Contractor at his own expense.

The Contractor's attention is directed to his responsibility of maintaining the full capacities of existing facilities. Protection must be given to all sewers and other utilities during construction work to avoid damage of any nature.

417. DISPOSAL OF EXISTING MATERIALS

Any existing pipe, castings, and other existing structures and soil which are removed during construction shall become the property of the Contractor and it shall be his responsibility to dispose of them off the site.

418. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall not cause any infringement or damage to property within or adjacent to the Project Area and will be required to cooperate with the persons involved with respect to reasonable requests pertaining to access and protection of their property.

419. STORAGE OF MATERIALS

The Contractor shall remove and store, as directed, materials removed from the site to be used in new construction in a manner which will provide a stockpile free of debris and other materials. Materials shall be placed on wooden platforms or other clean surfaces, not on the ground, and placed under cover when directed by the Local Public Agency or the Engineer.

420. MAINTENANCE OF TRAFFIC

Construction operations shall be so scheduled that interference with the normal movement of traffic be kept to a minimum. One lane traffic in each direction for two-way traffic shall be kept open at all times on all streets.

The Contractor shall, at his own cost and expense, erect and maintain all detour and traffic signs, lights, barricades, markers, and other protective devices as required, including watchmen or temporary traffic police as ordered in the field by the Engineer and inspected and/or approved by representatives of the Local Public Agency and the municipality.

The Contractor shall maintain a reasonable means of access to all commercial and residential facilities located along the streets to be reconstructed. Subject access shall in every instance be acceptable in all respects to the Local Public Agency. In addition, work on all streets may require phasing in order to allow for adequate traffic flow through the project area.

421. STREET OPENING PERMITS - Not expected.

The Contractor will be required to obtain all necessary street opening permits for this Contract. The Contractor will be required to provide restoration as required by this Contract.

422. PENNSYLVANIA DEPARTMENT OF TRANSPORTATION OCCUPANCY PERMITS - Not expected.

The Contractor will be required to make application and pay permit fees for occupancy permits required for construction along State Highway Routes, no work may begin until such permits have been received.

423. CONSTRUCTION SCHEDULE

The Contractor shall begin work on the date specified in the Official Notice to Proceed and shall perform the various controlling operations, parts, or items of work in accordance with the required Progress Schedule which has been previously specified in Section 107 of the GENERAL CONDITIONS FOR CONSTRUCTION. The Construction Progress Schedule shall be prepared in sufficient detail to enable the Engineer to accurately ascertain the scheduled progress and satisfactory completion of the Contract within the stipulated time.

The Contractor shall familiarize himself with the installations or relocations made by the various utility companies within the construction area so that when he is preparing his Progress Schedule, consideration shall be given to the time required by these utilities to perform their work.

424. LINES AND GRADES

The Engineer will establish a benchmark for use as a control datum for determining elevations on the project.

The Contractor shall employ a competent survey crew, satisfactory to the Engineer or Local Public Agency, to lay out the work. The Contractor shall furnish all necessary equipment, materials, and labor required for the survey and layout work. He shall also furnish men to assist the Engineer in checking the survey lay out work if required. The Contractor shall also, for final payment, furnish a survey crew to take measurements for final quantities.

425. EXPLORATORY EXCAVATIONS

The Contractor shall make exploratory excavations as directed in the field to advance of the trenching work in an effort to determine whether or not existing utility lines will impede or prevent construction. Based on the information obtained from such explorations, the Engineer will, where necessary or appropriate, revise pipe locations. The Engineer and the Contractor will jointly determine where such explorations are needed or are advisable during the course of construction

TECHNICAL SPECIFICATIONS

UNION TOWNSHIP
Washington County, Pennsylvania

UNION PARK IMPROVEMENTS PROJECT
REDEVELOPMENT AUTHORITY OF THE COUNTY OF WASHINGTON
PROJECT NUMBER CD 24-18

TECHNICAL SPECIFICATIONS

1. LOCATION

The general location of the work described herein is Union Township, Washington County, Pennsylvania. The work will be performed within the Township's existing municipal park, known as Veterans Memorial Park.

Vicinity and location plans are included with the Contract Drawings.

2. GENERAL DESCRIPTION

The work essentially includes furnishing all labor, materials and equipment necessary to install additional concrete sidewalks within the park which adhere to the current standards of the Americans with Disabilities Act.

The work includes, but is not limited to, the following:

- A. Furnishing tools and materials necessary for, and the installation of new concrete sidewalks in accordance with the Americans with Disabilities Act, all park benches, trash cans, and other site features as shown on the drawings.
- B. Furnishing, installing and maintaining all soil erosion and sedimentation control measures necessary to prevent accelerated erosion, all in compliance with the Erosion and Sedimentation Control BMPs displayed on the Contract Drawings and the applicable requirements of the Department of Environmental Protection and the Washington County Conservation District.
- C. All required excavation and backfill, including furnishing and installation of coarse stone aggregate as called for elsewhere herein, and disposal of excess and unsuitable excavated materials.
- D. Complete cleanup of the entire work area.
- E. Completing all required surface restoration, including seeding and mulching of disturbed earth areas and all paving restoration.

- F. All excavation and earthen material encountered during the Contract shall be unclassified. No extra payment shall be made for rock excavation or rock boring.

Union Township is the Township of the project and is herein referred to as Township. This contract will be administered by the Redevelopment Authority of the County of Washington herein referred to as Owner, under the Community Development Block Grant Program. Where the term Engineer is used, it shall mean the firm of Bankson Engineers, Inc., and its authorized representatives.

3. CONTRACT DRAWINGS

The following Drawings shall be included and are hereby recognized as an integral part of the Contract Documents and Specifications:

<u>Drawing Number</u>	<u>Title</u>
1-439-22-G001	Title Sheet, Vicinity Plan, Location Plan
1-439-22-C101	Existing Conditions
1-439-22-C102	Site Plan
1-439-22-CE101	Soil Erosion and Sedimentation Control Plan
1-439-22-C501	Site Details & Soil and Sediment Control Plan Details

4. MATERIAL SPECIFICATIONS

A. General

All materials will be supplied by the Contractor in accordance with the requirements set forth in these Contract Documents. **All materials are to be made in the United States of America**, unless otherwise approved.

B. Concrete Sidewalk

- (1) Formwork and all formwork accessories shall be provided and performed in accordance with ACI 301.
- (2) All steel reinforcement (reinforcing bars, wire mesh, etc.) shall be in accordance with ASTM A615, Grade 60, ASTM A 185 and A 497. Tie wire and chairs shall be provided to support the reinforcement during concrete placement.
- (3) Concrete sidewalks and seating areas shall be a minimum of five (5) feet wide, five (5) inches thick, and shall be reinforced with 6-inch by 6-inch mesh (No. 9 gauge).

- (4) Handicapped accessibility. Sidewalks shall be installed in compliance with all applicable requirements of the Americans with Disabilities Act (ADA).
- (5) All concrete shall be provided in accordance with the following table:

Material and Property	Measurement
Compressive Strength (7 day)	2400 psi
Compressive Strength (28 day)	4000 psi
Cement Type	ASTM C150 Type I/II
Cementitious Material Content (minimum)	564 pounds/cu yd (Concrete exposed to water, soil, weather, or deicing chemicals). 470 pounds/cu yd (Interior concrete not in contact with water, soil, or deicing chemicals). 50 percent Portland cement, minimum.
Aggregate Type	Normal weight
Water-Cement Ratio (maximum)	0.45 by weight
Aggregate Size (nominal maximum)	1 inch (ASTM C33 Size Numbers 5, 56, and 57)
Air Content	6 percent plus or minus 1.5 percent (Concrete exposed to water, soil, weather, or deicing chemicals). 3 percent plus or minus 1.5 percent (Interior concrete not in contact with water, soil, or deicing chemicals).
Water-soluble chloride ion content in hardened concrete	0.15 percent by weight of cement, maximum
Fly Ash Content	25 percent of cementitious materials by weight, maximum
Slag	50 percent of cementitious materials by weight, maximum
Slump	3 inches plus or minus 1 inch
Slump for concrete with plasticizing or high-range water-reducing admixture	8 inches plus or minus 1 inch after admixture is added to concrete with 2- to 4-inch slump.
Finish	Broom finish in accordance with ACI 301
Expansion Joints	Install where new concrete abuts concrete installed greater than 60 days prior.

The installation requirements shall be in accordance with the Standard Specifications and the Standard Drawings.

C. Detectable Warning Surfaces

At all locations where the concrete sidewalk is proposed to intersect or interface with vehicular areas (either paved or unpaved) or when surface material changes from asphalt or gravel to concrete, a detectable warning surface shall be installed, in accordance with the latest ADA regulations. Warning surfaces shall extend across the entirety of the sidewalk (entire width) and must be at least 2 feet in length (measured in the direction of travel). Detectable surfaces shall be DURALAST Detectable Warning Plates, as manufactured by East Jordan Iron Works, or approved equal.

D. Trash Cans

Trash cans shall be installed as part of the Contract. Trash can shall be Wabash Valley Model LR300P, or approved equal.

E. Park Benches

Park benches shall be furnished and installed by the Contractor as part of the scope of work. Park benches shall be Wabash Valley Model SG303P, or approved equal. Park benches shall be embedded into the concrete pad surface, all benches shall be furnished with the manufacturer's recommended coating system, in accordance with the Township's preferred color selections.

F. Material Submittals

The Contractor shall furnish, via email, shop drawings or appropriate catalog information for all concrete, benches, trash cans and detectable warning surfaces, to the Engineer for review prior to the start of work.

5. VISITING THE PREMISES

Before submitting any Proposal, each Bidder (Contractor) shall visit the site and examine and thoroughly familiarize himself with the existing conditions and the work to be performed under this Contract. Should the Contractor start the work, it shall be construed as an acceptance by him of all responsibility and as a guarantee to perform all work required, whether or not distinctly shown on the Drawings or specified.

6. PRECONSTRUCTION PHOTOGRAPHS AND VIDEO

Before any on-site construction activity occurs, the Contractor shall thoroughly document the project area with photographs and a video. Both still photographs and video shall be taken of the project site. Photos and the video shall be submitted in duplicate to the Township.

- A. The still photographs shall be furnished in a 3" x 5" format, submitted digitally in an album. The photos shall be labeled with dates and project stationing or description.
- B. The photos and video shall be submitted on a flash drive in a format that can be viewed by Windows Media Player.

7. NOTIFICATION OF OWNER, TOWNSHIP AND ENGINEER

The Contractor shall notify the Owner, Township and Engineer of his schedule to begin construction at least 48 hours before construction is to actually begin. The Contractor shall notify the Township and Engineer of any significant changes to his construction schedule, such as the addition of another crew, at least 48 hours before work is to actually begin.

The Township will refuse to accept any work done by the Contractor without such notification.

The Township reserves the right to reject all buried or concealed work not performed in the presence of the Owner's and/or Township's field representative when the Contractor fails to issue timely notice to the Township and Engineer regarding the start or recommencement of the work in question.

The Contractor shall provide the Township and Engineer with accurate work schedule information and shall update that information at each instance where significant changes occur.

8. SOIL EROSION AND SEDIMENTATION CONTROL REQUIREMENTS

The Contractor shall be responsible for the implementation of the Soil Erosion and Sedimentation Control (SESC) Plan BMPs, as shown on the drawings. The Contractor will be responsible for retaining a copy of each Visual Site Inspection Form, if applicable, completing the same, and maintaining said copies on site.

The limits of disturbance for the project currently do not include waste fill sites for any excess excavated material the Contractor may remove from the project area. The Contractor shall be responsible for the development of a SESC Plan for each waste fill site that it intends to utilize. The SESC Plan must be submitted to the County Conservation District for review and approval. The County Conservation District must approve the SESC Plan before any waste fill site can be used.

The Washington County Conservation District shall be notified at least seven (7) days prior to the start of construction.

9. RE-ESTABLISHMENT OF MONUMENTS

The Contractor shall protect all monuments and property corners during construction. Any property corners or monuments which are disturbed during construction shall be re-established by a Registered Professional Land Surveyor, who is registered with the Commonwealth of Pennsylvania, at the Contractor's expense. In addition, any USGS discs or monuments which are disturbed shall be re-established in compliance with any and all USGS requirements including but not limited to furnishing and installing the required materials in accordance with USGS specifications, utilizing a Registered Professional Land Surveyor and furnishing a Survey Report, all at the Contractor's expense.

10. TEST HOLES

Test holes are not anticipated to be needed as part of this project. If necessary, the Contractor shall excavate a test hole, in advance of the sidewalk installation, to determine the location and elevation of the underground utility.

The labeled test holes are meant to be a minimum number of test excavations, shall not limit the number of test holes to be dug, and shall not relieve the Contractor of its responsibilities for investigating and planning the installation of the water lines.

The Contractor shall perform all work necessary, including restoration, to locate each utility line at or near each test hole excavation.

Payment for test hole excavation shall be on a per each basis regardless of the actual location of the utility line(s) or the effort needed to find the utility.

11. EXCAVATION IN ROCK

The Contractor shall anticipate that excavation and boring in rock may be necessary during the sidewalk installation. All excavation is unclassified and no additional payment will be made for excavation and boring in rock. The Contractor shall include all costs associated with excavation and boring in rock in the appropriate Bids.

12. RECORD DRAWINGS

Record Drawings shall be furnished by the Contractor to Union Township as follows:

- 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.
 - (6) Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Township.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. 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 used.
 - (3) Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction as follows:
 - (1) Include Contract modifications such as Addenda, supplementary instructions, minor changes in the Work, and change orders.
 - (2) Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
 - (3) Identify and locate existing buried or concealed items encountered during Project.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Drawings.
- G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

13. CLEANUP

The Contractor shall, at all times, keep the construction area, including storage areas used by him, free from accumulation of waste material or rubbish, and prior to the completion of the work he shall remove all debris from and about the premises and all tools, scaffolding, equipment and materials not the property of the Owner and/or Township. All items constructed or involved under this Contract shall be cleaned of all foreign material prior to the completion of the work. Upon completion of the construction, the Contractor shall leave the work and premises clean and in a condition satisfactory to the Owner and/or Township. This work shall include the removal and disposal of all facilities provided for the Contractor's use and convenience.

14. UTILITIES

The Contractor shall comply with all provisions of the Underground Utility Line Protection Law (also known as PA One Call Law) Act, latest revision, of the Commonwealth of Pennsylvania, which requires notification of all utility companies of the impending excavation work. **PA One Call System, Inc. - 1-800-242-1776.**

Public utilities on file as having facilities in Union Township, Washington County are as follows:

Company:	Columbia Gas of PA Inc.		
Address:	1600 Dublin Road, Columbus, OH 43215		
Contact:	Lisa Collins	Phone:	614-325-5961
Email:	ldugan@nisource.com		
Company:	Columbia Gas Transmission		
Address:	1700 MacCorkle Avenue, SE, Charleston, WV 25314		
Contact:	Joey Epling	Phone:	304-357-3468
Email:	joey_epling@tcenergy.com		
Company:	Enterprise Products		
Address:	P.O. Box 4324, Attn: ECall Department, 19 th Floor, Houston, TX 77210-4324		
Contact:	ECall Analysts Personnel	Phone:	877-243-2255
Email:	ecallanalysts@eprod.com		
Company:	Metropolitan Edison Co/FirstEnergy		
Address:	341 White Pond Drive, Akron, OH 44320		
Contact:	Mellyssa Adams	Phone:	madams@firstenergycorp.com
Email:	330-252-4013		
Company:	Peoples Natural Gas Company LLC		
Address:	375 North Shore Drive, Pittsburgh, PA 15212		
Contact:	Todd Coen	Phone:	412-258-4415
Email:	todd.coen@peoples-gas.com		
Company:	Peters Creek Sanitary Authority		
Address:	3502 Lincoln Avenue, P.O. Box 3, Finleyville, PA 15332		
Contact:	Richard Kovach	Phone:	724-348-6860
Email:	rkovach@peterscreeksanitaryauthority.org		
Company:	Union Township, Washington County		
Address:	3904 Finleyville Elrama Road, Finleyville, PA 15332		
Contact:	Ken Puglisi	Phone:	724-348-4250
Email:	superintendent@uniontwp.com		

15. PRECONSTRUCTION CONFERENCE

The successful bidder will be required to attend a preconstruction conference to discuss project scheduling, Redevelopment Authority of Washington County's requirements, Union Township requirements, chain of communications, and other project related matters.

16. PROPOSAL

A. General

The Bidder shall submit the Lump Sum Bid as set forth in the Proposal and herein described in detail. Failure to do so shall be sufficient grounds for the rejection of the entire bid.

B. Lump Sum Bid Number 1 - Total Project

The Bidder under this Lump Sum Bid Number 1, shall submit a lump sum price for the performance of all work shown on the Contract Drawings and called for in the Contract Documents to install new concrete sidewalks in accordance with the Americans with Disabilities Act, all park benches, trash cans, and other site features as shown on the drawings. Additionally, the work shall include all restoration and cleanup of the project site.