

LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS
TUESDAY, MARCH 10, 2020 - 7:00 PM,
425 PRINCE STREET, LOWER PAXTON, PA

CALL TO ORDER - CHAIRMAN HENRY

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PRESENTATION OF A FINANCIAL CONTRIBUTION TO THE LPT POLICE DEPARTMENT, VOLUNTEER FIRE COMPANIES, AND SOUTH CENTRAL EMS - ***Robert Kechem, VFW Harrisburg Post 148***

UPDATE ON HEROES GROVE, PHASE 2 BID - ***Christine Hunter***

PRESENTATION AND ACTION ON A ROADWAY ASSET MANAGEMENT PROPOSAL FROM HRG - ***Mr. Gotshall, Mr. Hinz, and Mr. Kline***

FIRST PRESENTATION OF ORDINANCE XX-XX; AMENDING CHAPTER 196, VEHICLES AND TRAFFIC TO ENACT CERTAIN RESTRICTIONS ON TRUCK TRACTORS AND TRAILERS - ***Mr. Gotshall***

FIRST PRESENTATION OF RESOLUTION 20-10; AUTHORIZING THE DISPOSITION OF EQUIPMENT PURCHASED THROUGH THE FIRE EQUIPMENT CAPITAL FUND - ***Mr. Gotshall***

ACTION ON ORDINANCE 20-02; CREATING CHAPTER 131 OF THE CODIFIED ORDINANCES, TITLED "NOISE" AND REGULATING NOISE - ***Mr. Stine***

SUBDIVISION AND LAND DEVELOPMENT

IMPROVEMENT GUARANTEES

ANNOUNCEMENTS

ADJOURN

NEXT BOARD MEETING (Business Meeting), TUESDAY, MARCH 17, 2020; 7:00 P.M.



**H. EDWARD BLACK
and ASSOCIATES, Ltd.**

COMPREHENSIVE LAND AND SITE PLANNING □ LANDSCAPE ARCHITECTURE □ ENGINEERING

PROJECT: Heroes Grove Phase 2
Lower Paxton Township, Dauphin County

RE: Draft Bidding Schedule

DATE: 02-20-20

BY: Christine Hunter

1. Potential Schedule

- a. March 3 – Supervisor’s Business Meeting – Authorize bid advertisement
- b. March 10 and March 17 – Bid advertisement (the Patriot News or The Sun and Township website)
- c. March 20 - Pre-bid conference
- d. April 3 - Questions from contractors due
- e. April 16 - Bids due
- f. April 21 – Apparent Low Bidder letter issued,
- g. Draft contract and obtain bonding, insurance
- h. May 19 – Supervisor’s Business Meeting – Contract approved
- i. August 24 - Start construction
- j. November 20 - Construction complete

HEROES GROVE AMPHITHEATER
PHASE 2 DEVELOPMENT

GENERAL CONDITIONS
FOR
CONSTRUCTION

(BASED ON LANGUAGE FROM PA DCNR, 2005 EDITION)
(NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE UPDATED TO 5-18 REV)

DRAFT

SECTION 1

DEFINITION OF TERMS

1.1 DEFINITIONS

Wherever the words or expressions herein defined, or pronouns used in their stead, occur in these General Conditions and the other Contract Documents, they shall have the meanings here given:

- A. AASHTO shall mean the American Association of State Highway and Transportation Officials. Reference to AASHTO shall refer to the specification or method of test in effect on the date that the project was advertised, except when a particular designation is specified.
- B. ACI shall mean the American Concrete Institute. Reference to ACI shall refer to the specification or method of test in effect on the date that the project was advertised, except when a particular designation is specified.
- C. ASA shall mean the American Standards Association. Reference to ASA shall refer to the specification or method of test in effect on the date that the project was advertised, except when a particular designation is specified.
- D. ASTM shall mean the American Society for Testing and Materials. Reference to ASTM shall refer to the specification or method of test in effect on the date that the project was advertised, except when a particular designation is specified.
- E. AWWA shall mean the American Water Works Association. Reference to AWWA shall refer to the specification or method of test in effect on the date that the project was advertised, except when a particular designation is specified.
- F. BID shall mean the written unit or lump sum price figures submitted by the Bidder on the Bid Form.
- G. BIDDER shall mean any individual, partnership, joint venture, corporation, or other legal entity submitting a bid for the work contemplated, acting directly or through a duly authorized representative.
- H. BID GUARANTY shall mean the security designated in the Bid Form to be furnished by the Bidder as guaranty of his ability to qualify for award of the Contract and to enter into a Contract with the Owner for the performance of the work and to furnish satisfactory bonds if the work involved in the Bid Form is awarded to him.
- I. Bureau or Bureau of Facility Design and Construction is a typographical error and shall mean H Edward Black and Associates, Ltd.
- J. CHANGE ORDER shall mean a written instrument prepared by the Owner, otherwise called 'Owner' in these specifications, and signed by the Owner and Contractor, stating their agreement upon all of the following:
 - 1. A change in the Contract Work;
 - 2. The amount of the adjustment in the Contract Sum, if any; and
 - 3. The extent of the adjustment in the Contract Time, if any.
- K. COMMONWEALTH shall mean the Commonwealth of Pennsylvania.

- L. CONSULTANT shall mean the individual, partnership, joint venture, corporation, or other legal entity responsible for the design of the project.
- M. CONTRACT shall mean, collectively, all of the covenants, terms, and stipulations contained in the various portions of the Contract, to wit: Bid Documents, Agreement, Bonds, Drawings, Specifications, General Conditions, and Notice to Proceed, as well as any and all Change Orders, Amendments and Supplemental Agreements which reasonably could be required to complete the work in a substantial and acceptable manner.
- N. CONTRACTOR shall mean the individual, partnership, joint venture, corporation, or other legal entity which entered into a Contract with the Owner for the performance of the work described in the Bid Form, acting directly or through his agents or employees, or the Surety in case of default in the performance of the work.
- O. CONTRACT PLANS or DRAWINGS shall mean, collectively, all of the drawings, or reproductions of drawings, pertaining to the Contract and made part thereof, and also such supplementary drawings as The Owner may issue from time to time in order to elucidate said Contract Drawings, or for showing details which are not shown thereon, or for the purpose of showing changes in the work as authorized under Section 5.4, "Minor Changes and Alterations" and under Section 6.6, "Modification of Specifications and Drawings," of the General Conditions.
- P. MAINTENANCE BOND shall mean the approved form of security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to correct defects which may develop within the warranty period, in accordance with the terms of the Contract.
- Q. MATERIAL AND LABOR BOND shall mean the approved form of security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to pay promptly or cause to be paid promptly in full such sums as may be due for material furnished and/or labor supplied or performed, or for equipment rental or for services rendered by public utilities, in the prosecution of the work under the Contract.
- R. NOTICE TO PROCEED shall mean a written notice issued by The Owner to the Contractor of the date on or before which he is to begin the prosecution of the work.
- S. PENNDOT SPECIFICATIONS shall mean the specifications of the Pennsylvania Department of Transportation, Publication 408, as applicable with its supplements, in effect on the date that the project was advertised.
- T. PERFORMANCE BOND shall mean the approved form of security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
- U. PROPOSAL or BID FORM shall mean the approved prepared form on which the Bidder is to submit, or has submitted, a bid for the work contemplated.
- V. SEPARATE CONTRACTOR shall mean any of the below listed Contractors or their authorized representatives:
1. Contractor for General Construction.
The Contractor holding a separate Contract for general construction work.
 2. Electrical Contractor.
The Contractor holding a separate Contract for electrical construction work.

- W. SPECIFICATIONS shall mean the directions, provisions, and requirements contained herein, and any supplements, revisions, addenda, general conditions, and special requirements referred to in, or bound with, the Bid Form, together with all written agreements made or to be made, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the Contract.
- X. SUBCONTRACTOR shall mean the individual, partnership, corporation, or other legal entity which enters into a contract with the Contractor for the performance of specific portions of the work described in the Bid Form, acting solely through the Contractor in the performance of the work.
- Y. SURETY or SURETIES shall mean the corporate body or bodies which are bound with and for the Contractor for the satisfactory performance of the work, prompt payment in full for labor and materials and project maintenance upon contract completion as provided in the bonds.
- Z. SURETY BOND(S) or BOND(S) shall mean the Performance Bond, the Material and Labor, Bond, or the Maintenance Bond, or any combination of said bonds.
- AA. UNIT shall mean the specific portion or section of the Works or Project to be completed under the Contract.
- BB. WORKS or PROJECT shall mean all of the work to be performed and completed.

1.2 DIRECTION OR APPROVAL OF THE OWNER

Wherever in the Contract, the words DIRECTED, REQUIRED, PERMITTED, ORDERED, INSTRUCTED, DESIGNATED, CONSIDERED NECESSARY, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation, or prescription, etc., of The Owner is intended, and similarly, the words, APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved by, or acceptable or satisfactory to, The Owner.

1.3 CONTRACTOR'S ADDRESS

The address, given in the Bid Form upon which the Contract is founded, is hereby designated as the place to which notices, letters, and other communications to the Contractor shall be mailed or delivered. The delivery to the above-named place of any notice, letter, or other communication from The Owner shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery. The address may be changed at any time by written notice from the Contractor to The Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

1.4 APPLICABILITY OF PA SALES TAX

It will be the responsibility of the Contractor or subcontractor to investigate whether the PA sales tax does not apply to certain construction materials that are purchased to be incorporated into the project. The Contractor or subcontractor should contact The Owner for the most current information regarding which types of construction materials may qualify to be sales tax exempt and to obtain a Pennsylvania Exemption Certificate (Form REV-1220) or its equivalent. The Contractor or subcontractor (purchaser) is required to complete the Pennsylvania Exemption

Certificate and provide the Certificate to the vendor (seller). Therefore, this Certificate will not be provided by nor should be submitted to The Owner for execution.

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SECTION 2

2.1 GENERAL INFORMATION FOR BIDDERS

The Bid Form specifies the place to which it must be delivered, the date, time, and place of opening of bids, the location and description of the work to be performed, the approximate quantities of work to be performed and materials to be furnished, the number of days or the date by which the work must be completed, the amount of the bid guaranty, and any special requirements pertaining to the particular works to be constructed which may vary from, or are not contained in, the General Conditions for Construction. All papers bound with or attached to the Bid Form are a necessary part thereof and shall not be detached.

2.2 QUALIFICATION OF BIDDERS

The Bidder must present satisfactory evidence of experience that he has been engaged in work of the character covered by the Bid Form, and that he is fully prepared and has the necessary capital to begin work promptly and to conduct it as required by the Contract. The Bidder may attach additional pages to the Bid Form to present the evidence required.

If included in the Bid Form, the Bidder must execute a sworn statement on behalf of each person, partnership, joint venture, corporation, or other legal entity, submitting the proposal, certifying that such person, partnership, joint venture, corporation, or legal entity has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract. The affidavit form provided by The Owner in the Bid Form must be executed by the Contractor and notarized as a part of this proposal.

All foreign corporations, and individuals or legal entities doing business under fictitious names, shall be registered with The Owner before the bid is submitted.

By submitting its bid, the Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other State or the Federal government.

The Contractor further agrees, through submission of its bid, to reimburse the Owner for the reasonable costs of investigation incurred by the Owner for investigations of the Contractor's compliance with terms of this or any other agreement with the Owner.

2.3 CONTRACTOR'S RESPONSIBILITY

The Contractor shall provide a Guaranty and Warranty for a period of one (1) year after final acceptance of project guaranteeing the work performed under this contract.

The Contractor shall provide a maintenance bond for a period of one (1) year after final acceptance of project guaranteeing that the Contractor shall maintain the work, including the planting performed under this contract.

The status of the Contractor in the work to be performed under this Contract is that of an independent Contractor. The work under the Contract, in every respect from the execution of the Contract, during the progress of the work and until final acceptance, shall be under the charge and in care of the Contractor and at his risk, including risks of every kind and description. The Contractor shall take all necessary precautions to prevent injury or damage to the public and to

any property or thing during the performance of the Contract and shall be responsible for any damages thereto.

The Contractor shall employ and maintain on the work site a full-time qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site and who shall have no other responsibilities relative to any other project with which Contractor is engaged. The supervisor shall have full authority to act on behalf of the Contractor, and all communications from the Owner or the Owner's representative, shall be given to the Contractor.

The supervisor shall be present on the site at all times to perform adequate supervision and coordination of the work.

The Contractor shall provide a competent and reliable person who is delegated to be readily available and has full authority to act on behalf of the Contractor in case it is necessary to deal with any emergency situation which may arise in connection with this project during off working hours, evenings, weekends, and holidays. A telephone number shall be kept on file with the Owner and the Owner's representative for the person so designated above.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction under the jurisdiction of the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

2.4 ESTIMATE OF QUANTITIES

The Bidder is required to prepare his own estimate of quantities from the construction drawings and actual site investigation for a "Lump Sum" Contract.

The Owner reserves the right to increase or decrease any or all of the quantities of work and equipment and unit prices or to omit any of them, as it may deem necessary. Such increase or decrease of the quantities shall not be considered as sufficient grounds for granting an increase in the unit prices bid.

The Bidder is required to complete the spreadsheet of values included with the Bid Form. This spreadsheet shall total the "Lump Sum" Contract bid amount; quantities listed by the Contractor shall be used in comparing bid results and the unit costs shall be used for adds and deducts to the Contract during the life of the Contract.

2.5 SITE INVESTIGATION

- A. GENERAL - The Bidder acknowledges that he has satisfied himself as to: the nature and location of the work; the general and local conditions, including but not restricted to those bearing upon transporting, disposing, handling, and storing of materials; availability of labor, water, electric power, and roads; uncertainties of weather, or similar physical conditions at the site; the conformation and conditions of the ground; and the character of equipment and facilities needed preliminary to and during the prosecution of the work. The Bidder further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including any exploratory work done by The Owner, as well as from information presented by the drawings and specifications made a part of the Contract. Any failure by the Bidder to acquaint himself with the available information will not relieve him from responsibility for estimating properly the

difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Bidder on the basis of the information made available by The Owner. The Owner also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of the Contract, unless (1) such understanding or representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by The Owner. Representations which are not expressly stated in the Contract and for which liability is not expressly assumed by The Owner in the Contract shall be deemed only for the information of the Bidder.

B. TOPOGRAPHY - Contours, topography, profiles, and/or cross sections of the existing ground are shown on the Drawings which accompany and are part of the Bid Documents. These contours, topography, profiles, and/or cross sections are believed to be reasonably correct but are not guaranteed to be absolutely so and are presented only as approximations.

C. SUBSURFACE INVESTIGATIONS –

Where subsurface and foundation conditions have been investigated by borings and test pits at the site of work of the Contract, these subsurface investigations have been made for design purposes only.

Samples from drill holes, if completed, may be available for inspection by the Bidder, who will be advised on inquiry of the location where the samples are stored.

Any subsurface data available are offered in good faith solely for the purpose of placing the Bidder in receipt of all the information available to The Owner. The Bidder agrees that he will not place reliance thereon in the preparation of his bid, or in the event that he does rely thereon that he will do so entirely at his own risk. Such data shall in no event be considered a part of the Contract. By requesting available information, the Bidder waives reliance on this information in preparation of the bid and such bidders accept this subsurface information in accordance with the provisions of this subsection.

Borings are believed to represent accurately the strata encountered at the locations indicated, but The Owner will not be responsible for deductions, interpretations, or conclusions drawn therefrom. Groundwater levels are those observed at the time of the subsurface exploration and may not reflect stable groundwater levels at the time of construction.

2.6 EXISTING UTILITIES

In accordance with Pennsylvania Act 287, as amended by Act 181 of 2006 (811 Call before you dig!), the Contractor shall be required to notify PA One Call to have utilities located prior to commencing any excavation required in connection with this project. In case any of the said water, gas and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures are damaged, they shall be repaired at the Contractor's expense and shall not be charged to The Owner.

2.7 THE BID

The bid must be submitted on the forms provided by The Owner for that purpose. They must not be changed in form, and no alteration or interlineation shall be made therein. Should the Bidder decide to explain or to qualify his bid, he should do so in a supplemental statement attached to the Bid Form: but any bid may be rejected which contains changes or modifies the conditions of

the Bid Form as printed, or which make it incomparable with other bids, as determined by The Owner.

The blank spaces in the Bid Form shall be filled in, for each and every item and the Bidder must insert the price (either typewritten or in ink) for which he proposes to do the work. Unit price figures shall be considered as the prices bid. The Bidder shall sign his Bid Form correctly and enclose it in a sealed envelope. However, if the bid contains an apparent extended unit price, but no unit price, for a bid line item, The Owner may determine the unit price bid as the indicated apparent extended unit price divided by the estimated quantity for that bid line item.

If the bid is made by an individual, it shall be signed by the individual; if it is made by a partnership, it shall be signed in the partnership name by a member of the partnership and the name and address of each member shall be given; if it is made by a corporation, the person signing must be the president or vice president of the corporation, attested to by the secretary or treasurer of the corporation, otherwise, the signing individual's certificate of authority to execute such documents must accompany the Bid Form and the name of the State under the laws of which the corporation is chartered and the names, titles, and business addresses of the president, vice president, secretary, and treasurer must appear therein. Bids will be opened and read publicly at the time and place given in the Bid Form. Bidders and other interested persons may witness the opening of bids.

Late bids may not be considered; if not considered, it will be returned unopened.

2.8 BID GUARANTY

Each bid must be accompanied by a monetary deposit in the amount stipulated in the Bid Form. The deposit shall be made payable to "The Owner" and shall be the depositor's check certified by the bank of deposit, or it may be a bank cashier's or trust company treasurer's check or equivalent or a bid bond in the same amount, executed by the Bidder and a surety company. Bid Bonds must be executed by a corporate surety authorized to do business in Pennsylvania. Either the bid bond, or the specified check, or the equivalent thereof shall be a guaranty that the Bidder upon being declared the lowest responsible bidder and awarded the Contract, will, within ten (10) days after receipt of the Contract, execute the Contract and furnish the required Surety Bonds. The said Contract and Bonds shall be on the standard forms prescribed by The Owner. No other forms of bid guaranties will be acceptable. Checks or bid bonds will be returned to bidders to whom the award is not made, other than the lowest and next lowest bidder under consideration for contract award, within thirty (30) days of the bid opening. The check or Bid Bond of the Bidder to whom the award is made and the next lowest responsible bidder will be returned to him within seven (7) days after the execution of the Contract by both parties, the furnishing of the required Surety Bonds, and approval of the Contract and Bonds by the Owner.

If the Bidder to whom the award has been made shall fail to execute the Contract and to furnish satisfactory Bonds within the time heretofore specified or extended by The Owner the award shall thereupon become void, at the option of The Owner, in which case the proceeds of the check or bid bond shall become the property of The Owner as liquidated damages, and the Contract may be awarded to the next lowest responsible bidder who shall thereupon assume the Contract as if he were the party to whom the award was first made. Bids, otherwise regular, which are not accompanied by a proper bid guaranty, will be rejected as informal.

2.9 REJECTION OF BIDS

The Owner reserves the right to accept or reject any or all bids, and to waive technical defects, if, in the judgment of The Owner, the best interests of The Owner shall require such action, as deemed necessary by The Owner in its sole discretion.

More than one bid for a project from an individual, partnership, corporation, joint venture, or other legal entity under the same or different names will invalidate all bids from such Bidders.

A joint venture bid will not be acceptable.

Bids in which the bid prices are obviously unbalanced may be rejected. This includes lump sum items such as Mobilization and Demobilization, as well as unit price items.

2.10 ASSIGNMENT OF BIDS

The Bidder may not assign his bid, or any of his rights or interests thereunder, without the written consent of The Owner.

2.11 MODIFICATION OR WITHDRAWAL OF BIDS

The Owner reserves the right to eliminate any part of the bid due to budgetary constraints.

Each and every bidder submitting a bid specifically waives any right to modify or withdraw it, except as hereinafter provided. Bids may be modified or withdrawn by written or telefax notice received at The Owner's return address for bid delivery prior to the exact hour and date specified in the proposal for the opening thereof. However, if the Bidder chooses to attempt to provide such written notice by telefax transmission, The Owner shall not be responsible or liable for errors in telefax transmission or failure to deliver a telefax received from the receiving telefax machine to the depository for bids prior to the deadline for receipt of bids. Revisions must not divulge the total amount of the bid, either original or revised. Such divulgence shall disqualify the bid. Revisions must be confirmed by letter within seventy-two (72) hours. A bid may also be modified or withdrawn in person by a bidder or its authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the modification or withdrawal is made prior to the exact hour and date set for the opening of bids.

After bid opening, withdrawal of bids must conform to 73 P.S. Section 1601, et seq.; provided that a request to withdraw must be made in writing to The Owner within two (2) business days after the opening of bids. Supporting evidence of right to withdraw must be submitted by the Bidder to The Owner.

2.12 NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- B. The Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- C. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relate.
- E. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the DEPARTMENT and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of the contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the Contractor has fewer than five employees, or if all its employees are from the same family, or if it has completed the STD-21 form within the past 12 months, it may, within 15 days after award of the grant, request an exemption from the STD-21 form from the DEPARTMENT.
- F. The Contractor shall include this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- G. The Owner may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

2.13 CONTRACTOR INTEGRITY PROVISIONS

A. Definitions.

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Owner.
2. Consent means written permission signed by a duly authorized officer of the Owner, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Owner shall be deemed to have consented by virtue of execution of this Agreement.
3. Contractor means the individual or entity that has entered into this Agreement with the Owner, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.
4. Financial Interest means:
 - a. Ownership of more than a five percent (5%) interest in any business; or

- b. Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- 5. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- B. The Contractor shall maintain the highest standards of integrity in the performance of this Agreement and shall take no action in violation of State or Federal laws, regulations, or other requirements that govern contracting with the Owner.
- C. The Contractor shall not disclose to others any confidential information gained by virtue of this Agreement.
- D. The Contractor shall not, in connection with this or any other Agreement with the Owner, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Owner.
- E. The Contractor shall not, in connection with this or any other Agreement with the Owner, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Owner.
- F. Except with the consent of the Owner, neither the Contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
- G. Except with the consent of the Owner, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- H. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Owner, in writing.
- I. The Contractor, by execution of this Agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
- J. The Contractor, upon the inquiry or request of the Owner or any of that official's agents or representatives, shall provide or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Owner to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this Agreement. Such information shall be retained by the Contractor for a period of three (3) years beyond the termination of the Contract unless otherwise provided by law.

- K. For violation of any of the above provisions, the Owner may terminate this and any other Agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Owner. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Owner may have under law, statute, regulation, or otherwise.

2.14 CERTIFIED MINORITY AND WOMEN BUSINESS UTILIZATION

When included in the Bid Form, Form “MBE/WBE Subcontractor and Supplier Solicitation and Commitment Form GSMWBE-16,” shall be completed in accordance with the Special Requirements in the Bid Documents.

2.15 PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

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

- A. Pursuant to Federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- B. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Owner from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Owner as a result of the Contractor's failure to comply with the provisions of Paragraph A, above.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

3.1 AWARD OF CONTRACT

Subject to the provisions of Section 2.7, "Rejection of Bids," when a Bid received has been determined by The Owner to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within sixty (60) days of the date of the Bid Opening. However, if the award is delayed because of a required approval of a government agency, the sale of bonds, or the award of a grant or grants, The Owner will reject all bids, or award the Contract to the lowest responsible Bidder within one hundred twenty (120) days of the Bid Opening. Award in either case is subject to The Owner's right to reject any or all bids, as hereinbefore stated. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of The Owner and the Bidder. The award will be based exclusively on the total results of computations of the estimated quantities and the prices bid, as applicable, provided the lowest Bidder is qualified as determined by The Owner.

Release of the successful Bidder from any liability in respect to its bid or Contract shall be in accordance with 62 Pa. C.S. 3913.

All tie bids will be broken by the Owner in the best interests of the Owner.

3.2 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of the Contract at any time before its execution.

3.3 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor or any of his subcontractors, The Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notices to contain the reasons for such action and, unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination by The Owner, The Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, The Owner may take over the work and perform the same to completion by Contract or by in house forces at the expense of the Contractor, and the Contractor and its Surety shall be liable to The Owner for any excess cost occasioned The Owner thereby, and in such event The Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore.

3.4 EXECUTION OF CONTRACT

The Bidder, to whom the award shall have been made, must execute the Contract and return it, together with properly executed bonds and insurance certificates, to the Owner within ten (10) days after receipt of the documents. If the Bidder to whom the Contract shall have been awarded fails, refuses or neglects to return the Contract, Bonds and Insurance Certificates, as herein

provided, the amount of the Bid Guaranty shall be forfeited and retained by the Owner as liquidated damages for such neglect, refusal or failure. Any lapse of time beyond the ten (10) days shall be added to the time limitations for execution of the Contract as provided for in Act 317 of the General Assembly of Pennsylvania, approved November 26, 1978. The successful Bidder shall signify his consent to this extension by signing the form included in the Contract.

No bid shall be considered binding upon the Owner until the execution of the Contract and approval as to its form and legality by the legally designated officials of the Owner.

3.5 PERSONS INTERESTED IN CONTRACT

The Contractor shall ensure that no individual, partnership, joint venture, corporation or other legal entity other than the Contractor has any interest hereunder as Contractor.

3.6 ASSIGNMENT AND SUBCONTRACTS

The personal services of the Contractor are contemplated under the Contract. Hence no more than forty percent (40%) of the work to be performed may be sublet without the written approval of The Owner. Subcontractors shall be subject to the approval of The Owner, which approval shall be contingent upon the subcontractor's proven ability to satisfactorily perform the subcontracted work. If, in the opinion of The Owner, the subcontracted work is unnecessarily or unreasonably delayed, or is not being performed suitably, in accordance with the terms of the Contract, or sufficient progress is not being made to complete the work in the required time, or, for any cause whatsoever, is not being carried on in an acceptable manner, then The Owner may notify the Contractor, in writing, to terminate the use of such subcontractor. The Contractor shall then comply with such notification within two (2) weeks and shall perform the work either by his own forces or by other approved means. If the Contractor enters into subcontracts or employs under this Contract any subcontractors /individuals who are currently suspended or debarred by the Commonwealth or the Federal government or who become suspended or debarred by the Commonwealth or Federal government during the term of this Contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the Contractor to terminate such subcontracts or employment.

Proposed subcontractors must certify that they have not been suspended or debarred from contracting with the Commonwealth or the Federal government and provide their Federal Tax Identification Number to The Owner.

The Contractor shall be responsible in all respects for its subcontractor's compliance with all provisions of the Contract.

In any event, the Contractor shall not assign, transfer, or otherwise dispose of the Contract, or his right, title, or interest in or to the same or any part thereof.

3.7 SEPARATE CONTRACTS

A. THE OWNER RIGHT TO AWARD SEPARATE CONTRACTS - The Owner reserves the right to award other Contracts in connection with other portions of the Project under these or similar conditions of the Contract.

When separate Contracts are awarded for different portions of the Project, the "Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate Contract.

- B. MUTUAL RESPONSIBILITY OF CONTRACTORS - The Contractor shall afford other separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work awarded by The Owner to other separate Contractors.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate Contractor, the Contractor shall inspect and promptly report to The Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate Contractor's work after the execution of the Contractor's work.

Coordination - The work shall be conducted so as not to interfere with the work of other separate Contractors. If any part of a Contractor's work depends for proper execution or results upon work being done by another separate Contractor (or such other Contractor's subcontractor) not under Contract to him, he shall inspect and promptly report to The Owner any interference, defects, or delays in the work done or being done by the other separate Contractors (or its subcontractors). The Owner may, if requested by the Contractor, establish the sequence of the work in order to secure completion of the various portions of the work in general harmony or The Owner may order suspension of the work in accordance with Section 4.1, Paragraph C until such time as proper sequence of the work is established, or both. In the event that any Contractor shall not complete the various portions of the work in general harmony, and another Contractor shall be caused damage or injury by the failure to so act in harmony, the Contractor damaged or injured shall have the right to settle by agreement or arbitration such claim or disputes in accordance with the provisions of Section 5.13, "Disputes or Actions Between Contractors," hereinafter. The Owner, however, shall not be liable to any Contractor for any increased costs or damages resulting from the defective work, interference, or delays of other Contractors.

3.8 REMOVAL OF EQUIPMENT

The Contractor shall not sell, assign, mortgage, hypothecate, or remove equipment which has been furnished *and is to be incorporated into the project*, and which may be necessary, for the completion of the Contract without the written consent of The Owner.

3.9 NOTICE TO PROCEED

Within forty-five (45) days of the date that the Contract is awarded, the Contract shall be executed by The Owner and the successful Bidder, and The Owner will issue a Notice to Proceed unless the award is delayed because of a required approval of a government agency, the sale of bonds, or the award of a grant or grants. In which case The Owner will reject all bids, or award the Contract to the lowest responsible Bidder within one hundred twenty (120) days of the Bid Opening.

3.10 SURETY BONDS

The Bidder to whom the Contract is awarded will be required to execute a "Performance Bond", covering satisfactory performance of the work contracted, in the sum of One Hundred Percent (100%) of the amount of the Contract; a "Material and Labor Payment Bond" covering the prompt payment in full for materials, utility services rendered, and all equipment furnished and/or labor supplied or performed, in the prosecution of the work, also in the sum of One Hundred Percent (100%) of the amount of the Contract; and a "Maintenance Bond" in the sum of Fifty Percent

(50%) of the Contract amount, conditioned for the Contractor's remedy, without cost to The Owner, of any defects which develop during the remedy guarantee period as outlined in Section 5.18, "Remedy Guarantee Period," of these General Conditions. All bonds must be executed by a resident agent for a Corporate Surety authorized to do business in the Commonwealth. The same Surety must execute all bonds and should the Surety upon such bonds become unsatisfactory to The Owner, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of The Owner and of any individual, partnership, joint venture, corporations or other legal entity supplying materials, utility services, equipment, and/or labor in the prosecution of the work contemplated by the Contract.

The Contractor shall not select a surety company who must obtain reinsurance in another surety company, co-suretyship, etc., without review and approval by the Owner.

The bidder shall acquaint itself with and shall abide by all provisions of the Public Works Contractor's Bond Law of 1967, 8 P.S. Section 192, et seq. The Owner shall require surety bonds in the amount of 100% of the Contract amount for performance and payment bonds for all Contracts exceeding \$10,000.00, and such requirement shall be considered a part of the bid documents on all Contracts, regardless of the monetary size of the Contract.

In accordance with the Act of June 10, 1947 (P.L. 493), 8 P.S. 23, if the Contractor is a corporation not incorporated in Pennsylvania, the contracting corporation and its sureties shall not be discharged from liability on the bonds, nor the bonds surrendered, until such corporation files with The Owner a certificate from the Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from Bureau of Unemployment Compensation, Benefits and Allowances of The Owner of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from the said contracting corporation, or any foreign corporation, sub-contractor thereunder or for which liability has accrued but the time for payment has not arrived.

The Contractor shall require each subcontractor to notify its subcontractors and suppliers, in writing, that their right of recovery against the Material and Labor Payment Bond may not be exercised unless the Prime Contractor is notified of the claim by registered or certified mail within ninety (90) days from the last performance of labor or provision of materials. Contractor shall furnish to The Owner a copy of this notification.

3.11 INSURANCE

The Contractor shall not commence work under the Contract until he has obtained all insurance required in this section and not until such insurance has been approved by The Owner, nor shall the Contractor permit a subcontractor, if any, to commence work until all similar insurance has been obtained and approved. The Contractor shall either require each of his subcontractors to procure and maintain, for the life of his subcontract, subcontractors' insurance in the types and amounts specified or insure the activity of his subcontractor in his own policies. Each certificate submitted as evidence of such coverage shall contain a rider that the insurer will notify The Owner, in writing, thirty (30) days prior to cancellation or modification by insurer of the policy. All policies shall be issued by insurance companies authorized to conduct such business under the law of the Commonwealth of Pennsylvania.

The required insurances shall be of the Contractual Liability type and the Owner and the Design Consultant shall be named as additional insureds under the General Liability policy for ongoing and completed operations and under the Automobile policy. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Owner or others, as an additional insured, against the insurance coverage in regard to the work performed for the Owner. Any or all insurance limits can be met by an Umbrella or Excess Liability policy.

- A. **WORKER'S COMPENSATION and EMPLOYER'S LIABILITY INSURANCE** - The Contractor shall take out and maintain, during the life of the Contract, Worker's Compensation Insurance statutory coverage in the state the work is performed for all of his employees employed on the project and, in case any of the work is sublet, the Contractor shall require the subcontractor, similarly, to provide Worker's Compensation Insurance, unless the latter's employees are covered by the protection afforded by the Contractor. Employer's Liability limits shall be no less than \$500,000 per occurrence, \$500,000 per employee, and \$500,000 aggregate.
- B. **GENERAL LIABILITY INSURANCE** - The Contractor shall take out and maintain, for the life of the Contract, such General Liability Insurance as shall protect the Commonwealth, the political subdivision(s) where the work is performed, the Contractor, and subcontractor(s), if any, performing work covered by the Contract, from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise in execution of the Contract, whether such be by the Contractor or by the subcontractor(s) or by anyone directly or indirectly employed by either. The amount of General Liability Insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall include Underground, Explosion and Collapse Hazards.
- C. **AUTOMOBILE BODILY INJURY AND PROPERTY DAMAGE INSURANCE** - The Contractor shall take out and maintain for the life of the Contract such Automobile Bodily Injury and Property Damage Insurance as shall protect the Commonwealth, the political subdivision(s) in which the work is performed, the Contractor and subcontractor(s), if any, performing work covered by the Contract, from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise in execution of the Contract, whether such be by the Contractor or by the subcontractor(s) or by anyone directly or indirectly employed by either. The amount of the Automobile Bodily Injury Insurance shall be not less than \$500,000 per person and \$1,000,000 per occurrence. The amount of Automobile Property Damage Insurance shall not be less than \$1,000,000 per occurrence. If the policy is issued for Bodily Injury and Property Damage combined, the amount shall not be less than \$1,500,000 per occurrence. Automobile Bodily Injury and Property Damage Insurance coverage shall include non-owned and hired vehicles. Evidence of non-owned and hired coverage shall be required even though the Contractor claims to own no vehicles to be employed on the project.
- D. **SPECIAL HAZARD** - Special hazards, if there is a possibility of such hazards existing in the work contemplated, shall be covered by separate insurance or by rider(s) to other required policies. Possible hazards, such as blasting, explosion, and fire on insurable items shall be so covered.
- E. **MAINTENANCE OF INSURANCE** - Whenever the estimated aggregate of losses covered by the Insurance, described in Subsections 3.10B and C, equals or exceeds one-half (1/2) of the aggregate policy limits as determined by The Owner, the said policy shall, upon fifteen (15) days written notice by The Owner, be endorsed to restore the initial policy limits or replaced by another policy having the same limits.

- F. ACCIDENTS AND CLAIMS - The Contractor shall indemnify and save harmless the Commonwealth, the local political subdivision(s) in which the work is performed, and all the officials, agents, and employees of both from all suits, actions, or claims of any character, name, and description brought for or on account of any claims of any injury or damage received or sustained by any person(s) or property on account of any actions of the Contractor, his agents, employees, or subcontractors in the execution of the Contract, whether caused by negligence or not, or from any improper or inferior workmanship or inferior materials used, and the Contractor will be required to pay any judgment, with costs, which may be obtained against The Owner or the local political subdivision(s), and all officials, agents and employees of both, growing out of such injury or damage.
- G. WAIVER OF SUBROGATION – Contractor hereby waives any and all rights of subrogation of claims against the Owner, subcontractors, and their agents or employees for loss of or damage to its property or the property of others under its control. Contractor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Contract.

3.12 CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or sub-grant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term contractor may include a permittee, license, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- A. The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of contract with the Owner, that neither the contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- B. The Contractor must also certify, in writing, that as of the date of its execution, it has no tax liabilities or other Commonwealth obligations.
- C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the Owner if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the Federal government, or any other State or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- D. The failure of the Contractor to notify the Owner of its suspension or debarment by the Commonwealth, any other State, or the Federal government shall constitute an event of default of the contract with the Owner.

- E. The Contractor agrees to reimburse the Owner for the reasonable costs of investigation incurred for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Owner, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

3.13 LIQUIDATED DAMAGES

The Owner shall be authorized and empowered under the Contract to make a deduction from the Contractor's final request for payment in the amount of six-hundred and 00/100 dollars (\$600.00) per day for each and every workday that the Contractor requires to complete the contract work and punch list items beyond the date for completion fixed by the Contract, or as the Contract may have been extended by the Owner. The Contractor may request a time extension to the Contract for conditions beyond the Contractor's control, i.e. extraordinary weather beyond the normal weather conditions of the job site, hidden conditions that were unknown to the Contractor at the time of the Bid or other circumstances beyond the Contractor's control which the Contractor can prove affected his performance and completion of the work.

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SECTION 4

CONDUCT OF WORK

4.1 TIME AND ORDER OF WORK

- A. GENERAL - The Contractor shall commence work within ten (10) days after receipt of the Notice to Proceed and the work shall be carried on at such points and in such order of procedure and such times and seasons as may be necessary in order that all of the Project may be constructed with safety during all stages of construction and completed within the time specified in the Bid Form. If the Contractor does any work or incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, such action shall be his sole responsibility.

Any shut-down will in no way change the provisions of Section 5.11, "Contractor's Liability," of these General Conditions. The requirements and responsibilities outlined in that and other pertinent sections shall remain in effect during the period when work has been discontinued.

- B. FIELD EXAMINATION - After the Notice to Proceed is given for the Contract and before work is started at the site, the Contractor or his authorized representative shall go over the Project accompanied by an authorized representative of The Owner, and shall observe for himself, with the Contract Drawings before him, all pertinent conditions relative to the Contract, including the status of right-of-way, working area, and existing structures and utilities.
- C. SHUT-DOWN REQUIRED BY THE OWNER - The Owner shall have the right to have the work discontinued for such time as may be necessary, in whole or in part, should the condition of the weather, or of flood, or other contingency make it desirable to do so, in order that the work shall be well and properly executed. Extensions of time may be granted the Contractor for discontinuance of work so required, as provided in Section 4.2, "Extension of Time," of the General Conditions.
- D. WINTER SHUT-DOWN - Unless otherwise specified, the Contractor may suspend operations for the winter season provided that: (1) progress of the work is such that no completion is expected within time specified or there are no items of work which can be satisfactorily and efficiently performed during winter months, and (2) written permission is obtained from The Owner prior to shut-down. Extension of time for winter shut-down will not be considered unless the winter season is much longer than could ordinarily be anticipated from a study of local weather conditions, and then only for time in excess of the expected winter season duration.
- E. SCHEDULE OF WORK - On single Contract projects, the Contractor, within fourteen (14) days after receipt of the Notice to Proceed, shall submit to The Owner for approval a proposed itemized Schedule of Work. This itemized Schedule shall be submitted on a standard form prescribed by The Owner. The Contractor shall follow this Schedule as closely as practical, but shall not delay any portion of the work for the sole purpose of adhering to the approved Schedule. The Contractor shall submit revised Schedules if he changes his work program, which shall also be subject to the approval of The Owner. Payment on account of progress estimates for the work may be withheld by The Owner unless and until satisfactory itemized Schedules of Work are submitted as specified herein.

Normal work schedule is 7:00 AM to 5:00 PM Monday through Friday. The Contractor shall not be allowed to restrict traffic on public streets. Restrictions on local streets required by the Contractor must receive approval from The Owner and The Municipality at least 72 hours in advance. Weekend work shall be permitted at the request of the Contractor only when

approved by the Owner. Any request to work during all or part of a weekend must be made one week in advance. The Owner reserves the right to require that certain construction procedures within the scope of work be scheduled for weekend work and/or evening off work hours.

- F. **JOB CONFERENCES** - Job Conferences shall be scheduled weekly. Job Conferences must be attended by all Contractors, or a representative who is authorized to make all decisions and representations affecting the Contractor and his progress on the project. The dates and time of Job Conferences will be given to all concerned parties and these Conferences shall be attended whether or not a particular Contract may be affected. A failure to attend shall be construed to be a violation of the Contract.
- G. **CUTTING AND PATCHING UNDER SEPARATE CONTRACTS** - The Contractor shall do all cutting, fitting or patching of his work that may be required to fit it to receive or be received by the work of other separate Contractors shown in the Contract Documents. The Contractor shall not endanger any work of any other separate Contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other separate Contractors except with the written consent of the Owner.

The Contractor shall replace all street surface material and shall restore paving (unless otherwise stipulated), curbing, sidewalks, gutters, shrubbery, sod, and other surfaces disturbed during the course of the contract performance to a condition equal to that before the work began, furnishing all labor and material incidental thereto.

Any costs caused by the defective or ill-timed work shall be borne by the Contractor responsible therefor.

If it should become necessary to suspend work for a sustained or an indefinite period, the Contractor shall store all materials satisfactorily, and said Contractor shall take every precaution to prevent damage or deterioration of the work performed. The Contractor shall resume work after such suspension upon written notice from the Owner.

Under no circumstances will the Contractor allow any portion of the street or site to remain open/exposed when the site is unsupervised.

4.2 EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, by any separate Contractor employed by the Owner, or by any causes beyond the control of the Contractor which are not foreseeable at the time of Contract execution, then the Contractor may be entitled to an extension of time for completing the work sufficient to compensate for such delay. No extension of time shall be granted, however, unless the Contractor shall, within ten (10) days from the initiation of the delay, notify the Owner, in writing, of such delay and of the time of beginning and the cause of the delay, and unless he shall, within ten (10) days after the expiration of such delay notify the Owner in writing, of the extension of time claimed on account thereof and then only to the extent, if any, allowed by the Owner. The Owner shall notify all other separate Contractors of such requests for extension of time either in writing, or at regularly scheduled job conferences. The Owner will respond to such requests for extension of time to no sooner than the end of a (10) day period. Should none of the other Contractors raise written objections during the ten (10) day period, the Owner will assume such silence as indication of approval and no Contractor having remained silent may at a later date claim damages therefore. No extension of time shall operate to release the Surety or Contractor from any of their

obligations. The Owner shall be fully authorized and empowered to make such deductions from the final estimate of the amount due the Contractor, as are stipulated in the Bid Form and the Contract, for each calendar day that the Contractor shall be in default for the completion of the work beyond the date to which the time of completion shall have been extended by the Owner. Should the Contractor be permitted to continue and finish the work, or any part thereof, after the time for completion fixed by the Contract, or as it may have been extended, such permission shall in no way operate as a waiver on the part of the Owner of its right to collect the liquidated damages agreed upon in case of such delay, or of any of its rights under the Contract.

The Contractor declares that he has familiarized himself with the weather, local conditions, and other circumstances which may, or are likely to, affect the performance and completion of the work. He agrees that, taking these conditions and circumstances into account, he will provide adequate equipment and prosecute the work in such manner and with such diligence that the same will be completed within the time specified in the Contract, or as the Contract may be extended, even though the most adverse conditions which reasonably could be expected to occur during the period of construction do prevail during the performance of the work.

When the work of the Owner is enjoined by legal proceedings which prevent the Contractor from prosecuting any of the work of the Contract, an extension of time, sufficient in the opinion of the Owner, may be granted to compensate for the time lost by such delay.

Apart from extension of time, no payment or claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the work, notwithstanding whether such delay may be avoidable or unavoidable. The Owner shall grant extension of time, if any, by Change Order to the Contract.

4.3 INSPECTION AND RIGHT OF ACCESS

The Owner contemplates, and the Contractor hereby agrees to, a thorough inspection by The Owner, or by any of its agents, or by any agents which the Owner may appoint for such purpose, of all work and equipment furnished under the Contract, in order to ascertain whether all workmanship is in strict accordance with the requirements of the Contract.

The Contractor shall furnish to the Owner and any of its agents access at all times to the work and to the premises used by the Contractor, and shall provide them every reasonable facility as may be desirable, for the purpose of inspection even to the extent of discontinuing portions of the work temporarily. The Contractor shall make no charge for temporary discontinuance of work for purposes of inspection.

The Contractor shall regard and carry out the directions and instructions of the Owner, or its agents, and shall correct any defective work found not to be in accordance with the Specifications and Drawings and, in case of dispute, the Contractor may appeal to the Owner, whose decision shall be final. The Contractor shall make no claim for damages or delay on this account.

If construction operations are to be conducted other than during normal work hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, approval must be obtained from the Owner and the Owner must be notified forty-eight (48) hours in advance to arrange for inspection services.

4.4 PROVIDING FOR EMERGENCIES

It is understood by both parties to the Contract that unusual conditions may arise during the work which will require that immediate and unusual provisions be made to protect the public from danger, loss, or damage, due directly or indirectly, to the prosecution of the work, and that it is part of the service required of the Contractor to make such provisions.

The Contractor shall use such foresight and shall take such steps and precautions as may be necessary to protect the public from danger or damage or loss of life or property, which would result from the interruption of any public service, or from the failure of partly completed work.

Whenever, in the opinion of the Owner, an emergency exists for which the Contractor has not taken sufficient precaution for the safety of the public, or the protection of the work to be performed under the Contract, or of adjacent structures or property which may be damaged by processes of work on account of such neglect and whenever, in the opinion of the Owner, immediate action shall be considered necessary in order to protect public or private property interests liable to loss or damage on account of the operations under the Contract, then, and in that event, the Owner, upon giving notice to the Contractor, shall provide suitable protection for said interests by causing such work to be done and equipment to be furnished as, in the opinion of the Owner, may seem reasonable and necessary.

If emergency conditions arise which are due to the lack of foresight or failure to take proper precautionary measures on the part of the Contractor, the Contractor shall be solely responsible for the costs of any necessary remedial work, whether incurred by his own forces or by work and equipment provided by the Owner. Cost and expenses for work and equipment, provided by The Owner, shall be paid by the Contractor, upon the presentation of the bills therefor, properly certified by the Owner. If said bills are not paid, upon presentation, by the Contractor, then said cost and expense shall be deducted from any amount due, or which may become due, the Contractor.

In case the Owner shall decide that all or part of the expense incurred in meeting any emergency cannot be justly charged to the Contractor, it may compensate the Contractor for all or part of the work done and equipment furnished in meeting such emergency.

4.5 PERSONAL ATTENTION OF CONTRACTOR

The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, in person or represented by a qualified and duly authorized agent, on the site of the work, continually during its progress. He shall at all times while the work is in progress keep a complete copy of the Contract, including all addenda and permits, at the site of the work.

4.6 AGENTS, SUPERINTENDENTS, AND FOREMEN

When the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Owner and shall be received and obeyed by the superintendents or foremen who may have charge of the particular part of the work in reference to which orders are given. Superintendents, agents, and foremen must be qualified to perform the duties of their position in an orderly and efficient manner. Any superintendent, agent, or foreman who is not qualified or who will not work in a cooperative manner with the Owner representatives shall be discharged from the project at the direction of the Owner.

4.7 LABOR REGULATIONS

- A. CONTRACT COMPLIANCE REGULATIONS - The Commonwealth of Pennsylvania is an Equal Opportunity Employer and requires conformance with all State and Federal laws prohibiting discrimination in hiring or employment opportunities.

The Contractor additionally shall comply with the nondiscrimination clause included in Section 2.12 hereof.

- B. PREFERENTIAL HIRING OF VETERANS - The Contractor, subcontractor, or any person in either of their behalf, shall carry out the provisions of Section 1 of the Act of August 1, 1975 (P. L. 233, No. 92), 51 Pa. C.S.A. 7106, which concerns the giving of preferences to honorably discharged persons, who have served in the armed forces of the United States during any war or armed conflict, in determining who shall be employed on public works, which Act in part provides:

“Whenever the Commonwealth issues specifications for the construction, alteration or repair of any public works, such specifications shall include a provision under which the contractors and subcontractors shall agree to give a preferential rating similar to that given by the Commonwealth to any soldier making application for employment upon such public works.”

The word “soldier” as used herein shall be construed to mean a person who served in the armed forces of the United States, or in any women’s organization officially connected therewith, during any war or armed conflict in which the United States engaged, or who so served or hereafter serves in the armed forces of the United States, or in any women’s organization officially connected therewith, since July 27, 1953, including service in Vietnam, and who has an honorable discharge from such service.

- C. PREFERENTIAL HIRING OF LOCAL LABOR - The Contractor shall endeavor to hire, whenever possible, local people living in the vicinity of the work, when such people are qualified, able, and available to perform the work to which the employment relates. The intent is to aid the unemployment situation in the vicinity of the work whenever possible.
- D. CHARACTER AND RESIDENCE OF EMPLOYEES - The Contractor shall employ only competent, skillful, faithful, and orderly persons to do the work, and whenever the Owner shall notify the Contractor, in writing, that any person in the work is, in its opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, the Contractor shall discharge such person from the work and shall not again employ that person except with the written consent of the Owner.
- E. MINIMUM WAGE SPECIFICATION

Requirements - The Contractor shall comply with the provisions of the Act of August 15, 1961 (P.L. 987), as amended, known as the “Pennsylvania Prevailing Wage Act” and the Regulations issued pursuant thereto by the Department of Labor and Industry. The Contractor shall include these requirements in all subcontracts for the project.

No person, nor his firm, nor any firm, corporation or partnership in which he or his firm has any interest, who is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the Pennsylvania Prevailing Wage Act, shall be permitted to participate in this Contract in any way.

Payment of Wages - All workmen employed or working on the Contract, whether by the Contractor or subcontractor, shall be paid no less than the prevailing minimum wage rates as determined in the decision of the Secretary of Labor and Industry which are contained in the bid documents. They shall be paid unconditionally, regardless of whether any contractual relationship exists, not less than once a week, without deductions or rebate on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate

classification. Employers not parties to a Contract requiring contributions for employee benefits which have been determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen. Payment of compensation to workmen on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result, shall be deemed a violation of these requirements, regardless of the average hourly earnings resulting therefrom. No workman may be employed on the Contract except in accordance with the classifications set forth in the decision of the Secretary of the Department of Labor and Industry. Minimum wages for positions not covered therein will be determined by the Secretary upon written application. Nothing in the Contract, the Prevailing Wage Act, or its implementing regulations shall prohibit the payment of more than the prevailing wage rates as determined by the Secretary of the Department of Labor and Industry. Based upon a recent interpretation by the Pennsylvania Department of Labor and Industry, the Prevailing Minimum Wage Rates apply only to work performed within the project limits indicated on the Contract Drawings. They are not applicable to off-site work, even though such work is dedicated only to the performance of the Contract.

Certification of Records - The Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid, including employee benefits, to each workman employed by him in connection with the public work. This record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall be open at all reasonable hours to the inspection of The Owner and its duly authorized representatives. Each week, the Contractor and each subcontractor shall file a copy of the Form LIPW-128 REV 9-26, "WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS," with The Owner. With the first and final payroll submission only, the Contractor and each subcontractor shall complete the reverse side, "FRINGE BENEFITS EXPLANATION" and "CERTIFIED STATEMENT OF COMPLIANCE," and shall have the statement notarized. If any workmen remain unpaid, the amount owing to each workman must be set forth. The employer must also certify that he is not receiving, or requiring, and will not receive or require, directly or indirectly, from any employee, any refund of any such wage or wages. The payrolls shall be submitted to The Owner' Representative within ten (10) days of the close of each pay period. Payrolls must be submitted even if the prevailing minimum wage rates do not apply in order that compliance with other provisions may be verified. Progress payments and final payments will be withheld if such payrolls and certification are not submitted using the proper form within the prescribed time limit.

Apprentices - Apprentices employed on the project shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council. Only apprentices whose training and employment are in full compliance with the provisions of the Act of July 14, 1961 (P.L. 604), known as "The Apprenticeship and Training Act" and the Rules and Regulations issued pursuant thereto shall be employed. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

Posting - The wage determination decisions of the Secretary, including the effective date and changes thereof, must be posted in a prominent and easily accessible place(s) at the site of work and at the place where workmen are paid their wages. The posted notice must include a statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or if their employer is not complying with the prevailing minimum wage rate in any manner whatsoever, they may file a protest with the Secretary of Labor and Industry. The posted notice must also include that any workman paid less than the rate specified in the Contract shall have a civil right of action for the difference

between the wage paid and the wages stipulated in the Contract. This right of action must be exercised within six (6) months from the occurrence of the event creating such right.

Penalties - Failure to comply with the Pennsylvania Prevailing Wage Act and its regulations will result in withholding money due or to become due on the project Contract, and may also result in termination of the right to proceed with the project work under Contract and/or other penalties prescribed by law.

4.8 SURVEYS

The Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the Specifications or on the Contract Drawings, subject to such modifications as The Owner may require to meet changed conditions.

The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and materials, and all labor as may be required in laying out any part of the work. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by The Owner until authorized to remove them and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, the expense of replacement may be deducted from any amounts due or to become due the Contractor. The Owner may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

The Owner may check the grade and alignment of concrete forms prior to the placement of concrete. Any items of work which will be covered or made inaccessible by subsequent work will be checked by The Owner prior to covering. If the Contractor covers or makes inaccessible any unchecked work, The Owner may direct the Contractor to uncover or remove subsequent construction to permit a check of the previous work and the costs of uncovering or removing subsequent work and replacement of same will be borne by the Contractor as provided in Section 5.5, "Correction of Work," of the General Conditions.

It is the intention not to delay the work for the checking of lines or grades, but, if necessary, working operations shall be suspended for such reasonable time as The Owner may require for this purpose. No special compensation shall be paid for the cost to the Contractor of any of the work or delay occasioned by checking lines and grades, by making other necessary measurements, or by inspection, but such costs, it is agreed, shall be included in the Contract price. The Contractor shall keep The Owner informed a reasonable time in advance of the times and places at which he intends to do work in order that necessary measurements for record and payment may be made with a minimum of inconvenience to The Owner or of delay to the Contractor.

4.9 WEATHER PROTECTION

The Contractor shall furnish at his own expense, all equipment, materials, and work necessary to protect the Works from any weather conditions that may prevail. Construction shall be suspended at any time when, in the judgment of The Owner, the conditions are unsuitable or the proper precautions are not being taken. Apparatus for protection shall be installed and operated in such manner that the finished work will not be damaged thereby.

4.10 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- A. COMPLIANCE WITH LAWS - The Contractor shall accept, insofar as the work covered by the Contract is concerned, the provisions of the Act of June 2, 1915 (P.L. 736), as reenacted and amended, known as "The Worker's Compensation Act," (77 P.S. 1 et seq.). See Paragraph 3.10A, "Worker's Compensation Insurance," for insurance required against this liability.
- B. POLICE AND SANITARY REGULATIONS - The Contractor and his employees shall promptly and fully carry out the police and sanitary regulations as hereinafter described, or as may from time to time be prescribed by The Owner to the end that proper work shall be done, good order shall prevail, and the health of employees, and of the local people using water from the drainage area in which the work is being performed, and of the local communities affected by the operations under the Contract, may be conserved and safeguarded. The Contractor shall summarily dismiss and shall not again engage, except with the written consent of The Owner, any employee who violates the police or sanitary regulations.
- C. INTOXICANTS - The Contractor shall not permit or suffer the introduction or use of intoxicating liquor or illegal substances upon the Works embraced in the Contract, or upon any of the grounds occupied or controlled by him.
- D. DRINKING WATER REGULATIONS - In accordance with the regulations of the Department of Labor and Industry for industrial sanitation, cool and wholesome water of a quality approved by the Department of Environmental Protection shall be supplied at all times in places acceptable to employees. The common drinking cup for public use is prohibited. Either individual drinking vessels or bubbling fountains shall be used in lieu thereof. Bubbling fountains, if used, shall be maintained in a sanitary condition.

Before the Contractor start work he shall take adequate means to insure provisions of a drinking water supply in compliance with the above regulations. Containers in which drinking water is supplied to employees by the Contractor must be maintained in a sanitary condition.

In case of the use of a public water supply, the Contractor shall submit to The Owner a certified statement from the utility showing that the water complies with all requirements of and has been approved for public use by the Department of Environmental Protection.

In case of the use of a private source of supply, the Contractor shall submit to The Owner the results of laboratory analysis by an approved testing agency indicating the water to be sufficiently pure for potable use.

- E. USE OF PUBLIC WATER - The Contractor shall obtain and complete a hydrant connection permit application through the applicable public water provider, prior to start of work. Any equipment connected to a fire hydrant must be equipped with an approved backflow preventer. Contractor shall be responsible for all charges from the applicable public water provider.
- F. MEDICAL SERVICE - The Contractor shall make satisfactory arrangements for medical service and for the proper care of employees who become sick on the job and employee who are injured during the course of the work. If ordered by The Owner, he shall provide, at such places as directed, all articles necessary for giving first-aid to the injured. The Contractor shall remove from the work any employee whose presence is, in the opinion of The Owner, a danger to the health of other persons.

- G. NO DIRECT COMPENSATION - No direct payment will be made for any work or materials required to meet the requirements herein before specified, but compensation therefore shall be considered as having been included in the Contract prices stipulated in the Contract.
- H. ANTI-POLLUTION MEASURES - Attached are the Federal and Pennsylvania statutes, rules, and regulations dealing with the prevention of environment pollution and the preservation of public natural resources that apply to the project on which bids are being received.

The Bidder shall thoroughly acquaint himself with and comply with the terms of the statutes, enumerated in this section and the rules and regulations promulgated pursuant thereto. All costs of compliance with the Anti-Pollution Measures, with the possible exception of the Erosion and Sedimentation Control Plan, shall be considered incidental to the work and no separate payment will be made therefore. In the event that the listed statutes, rules, and regulations are amended, or if new statutes, rules, or regulations become effective, which cause the Contractor to perform additional or extra work, The Owner will issue a Change Order setting forth any additional or extra work that must be undertaken. This Change Order will not invalidate the Contract. The Change Order will specify the amount of additional payment, if any, that will be made to the Contractor. If The Owner and the Contractor cannot arrive at a mutually agreeable price for the additional or extra work, payment will be made in accordance with Section 6.7, "Modification of Specifications and Drawings," or Section 6.8, "Extra Work," of the General Conditions as applicable. No payment will be made for additional or extra work performed without written authorization to do so.

The Contractor will be required to comply with the acts and regulations enumerated on the following list. This list is comprised of two parts: Part I listing Pennsylvania statutes and Part II listing Federal statutes.

The list is illustrative only and in no way limits Contractor's responsibility to comply with all Federal, State and Local laws, rules and regulations, as set forth in Section 4.10A, "Compliance with Laws," hereof. It is noted that for purposes of the Uniform Construction Code that State-owned buildings are under the jurisdiction of the PA Department of Labor and Industry. 35 P.S. 7210.105(b); 35 PA Code 401.1

The Contractor will also be required to comply with local laws, codes, and regulations that apply to this Project. It is the responsibility of the Bidder to determine what, if any, local laws, codes, and regulations are applicable.

Each separate Contractor shall comply with the regulations and standards of Title 25 of the Pennsylvania Code. Each Contractor will be solely responsible for any violations and shall be responsible for securing permits, when required.

Burning - Burning of materials from clearing and grubbing operations, periodic and final clean-up and all related construction shall be governed by local codes and ordinances and the regulations of the Department of Environmental Protection. All burning is subject to approval by The Owner.

Solid Waste - Storage, collection, transportation, processing and final disposal of solid waste shall be in accordance with regulations and standards of the Solid Waste Management Act. Immediately upon notice of award of Contract, the Contractor shall apply for the necessary permit from the Department of Environmental Protection and conduct waste disposal on sites approved under this permit. A copy of this permit must be submitted to The Owner before commencing waste disposal. The Regional Waste Management Coordinator of the

Department of Environmental Protection shall be contacted for the permit and for information concerning sites already approved for conducting waste disposal.

UNDESIRE WASTE - The Contractor shall remove all undesired waste including all castings and other material or metal items replaced in the scope of the Contract from the project and find a suitable site for waste disposal. The site shall be subject for approval by The Owner.

DAILY CLEAN-UP - Contractor is required to keep the work site and surrounding streets neat and clean of all debris on a daily basis. Any mud or other debris tracked onto any Street by the Contractor's equipment from the work site will be immediately and routinely removed by the Contractor by use of mechanical sweeping equipment. Failure to maintain all work areas in a clean, neat and orderly manner will be cause to allow the Owner to withhold part or all of the next requested progress payment. Failure to rectify the situation after the first withholding will be considered a breach of Contract and allow the Owner to deduct up to 5% of the total contract amount as additional liquidated damages.

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PART I
PENNSYLVANIA STATUTES

A. Contractor shall comply with all applicable Pennsylvania Statutes; including, but not limited to, the following:

I. Purdon's Statutes - Title 3 (Agriculture)

PA Fertilizer Law of 1956, Act of May 29, 1956 (P.L. (1955) 1795), as amended, 3 P.S. 68.1 et seq.

PA Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, No. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Plant Pest Act, Act of December 16, 1992 (P.L. 1228, No. 162), as amended, 3 P.S. 258.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547), as amended, 3 P.S. 849 et seq.

(Relating to Weather Modification), Act of January 19, 1968 (P.L. (1967) 1024), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes - Title 16 (Counties)

(Relating to Land Use), Act of January 13, 1966 (P.L. (1965) 1292), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes - Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 334), as amended, 18 Pa. C. S. A. 101 et seq.

IV. Purdon's Statutes - Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949 (P.L. 30), as amended, 24 P.S. 1-101 et seq.

V. Purdon's Statutes - Title 30 (Fish)

The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa. C. S. A. 101 et seq.

VI. Purdon's Statutes - Title 32 (Forests, Waters and State Parks)

(Relating to Water Power and Water Supply Permits), Act of June 14, 1923 (P.L. 704), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840), as amended, 32 P.S.

645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1st Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachments Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134), as amended, 32 P.S. 741 et seq.

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103), as amended, 32 P.S. 816.1 et seq.

Great Lakes Protection Fund Act, Act of July 6, 1989 (P.L. 215, No. 34), as amended, 32 P.S. 817.11 et seq.

Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996), as amended, 32 P.S. 5101 et seq.

(Related to Management of Fill) Land Recycling and Environmental Remediation Standards Act, Act of May 18, 1995 (P.L. 4, No. 1995-2), 35 P.S. 6026.101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Cave Protection Act, Act of November 21, 1990 (P.L. 539, No. 133), as amended, 32 P.S. 5601 et seq.

Rails to Trails Act, Act of December 18, 1990 (P.L. 748, No. 188), as amended, 32 P.S. 5611 et seq.

VII. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 34 Pa. C.S.A. 101 et seq.

VIII. Purdon's Statutes - Title 35 (Health and Safety)

(Related to Public Eating and Drinking Places), Act of May 23, 1945 (P.L. 926), as amended, 35 P.S. 655.1 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899), as amended, 35 P.S. 672 et seq.

The Clean Streams Law, Act of June 22, 1937 (P.L. 1987), as amended, 35 P.S. 691.1 et seq.

(Related to Commonwealth Contribution to Cost of Abating Pollution), Act of August 20, 1953 (P.L. 1217), as amended, 35 P.S. 701 et seq.

PA Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

Phosphate Detergent Act, Act of July 5, 1989 (P.L. 166, No. 31), as amended, 35 P.S. 722.1 et seq.

Plumbing System Lead Ban and Notification Act, Act of July 6, 1989 (P.L. 207, No. 33), as amended, 35 P.S. 723.1 et seq.

PA Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535), as amended, 35 P.S. 750.1 et seq.

Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992 (P.L. 23, No. 9), as amended, 35 P.S. 752.1 et seq.

PA Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from Abandoned Mines), Act of December 15, 1965 (P.L. 1075), as amended, 35 P.S. 760.1 et seq.

Sewage System Cleaner Control Act, Act of May 28, 1992 (P.L. 249, No. 41), as amended, 35 P.S. 770.1 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400), as amended, 35 P.S. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119), as amended, 35 P.S. 4001 et seq.

(Related to Noise Pollution), Act of June 2, 1988 (P.L. 452, No. 74), as amended, 35 P.S. 4501 et seq.

Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq.

(Related to Infectious and Chemotherapeutic Waste Disposal), Act of July 13, 1988 (P.L. 525, No. 93), as amended, 35 P.S. 6019.1 et seq.

Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108), as amended, 35 P.S. 6020.101 et seq.

Storage Tank and Spill Prevention Act, Act of July 6, 1989 (P.L. 169, No. 32), as amended, 35 P.S. 6021.101 et seq.

Hazardous Material Emergency Planning and Response Act, Act of December 7, 1990 (P.L. 639, No. 165), as amended, 35 P.S. 6022.101 et seq.

Oil Spill Responder Liability Act, Act of June 11, 1992 (P.L. 303, No. 52), as amended, 35 P.S. 6023.1 et seq.

Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995 (P.L. 4, No. 2), as amended, 35 P.S. 6026.101 et seq.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147), as amended, 35 P.S. 7110.101 et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12), as amended, 35 P.S. 7130.101 et seq.

Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

IX. Purdon's Statutes - Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242), as amended, 36 P.S. 670-101 et seq.

(Related to Junkyards Along Highways), Act of July 28, 1966 (P.L. 91, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

X. Purdon's Statutes - Title 37 (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72), as amended, 37 Pa. C.S.A. 101 et seq.

XI. Purdon's Statutes - Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654), as amended, 43 P.S. 25-1 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93), as amended, 43 P.S. 1301.101 et seq.

XII. Purdon's Statutes - Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

PA Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346), as amended, 52 P.S. 70-101 et seq.

(Related to Discharge of Coal into Banks of Streams), Act of June 27, 1913 (P.L. 640), as amended, 52 P.S. 631 et seq.

(Related to Caving-in, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538), as amended, 52 P.S. 672.1 et seq.

Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095), as amended, 52 P.S. 681.1 et seq.

(Related to Control and Drainage of Water from Coal Formations), Act of July 7, 1955 (P.L. 258), as amended, 52 P.S. 682 et seq.

PA Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141), as amended, 52 P.S. 809 et seq.

(Related to Maps and Plans), Act of June 15, 1911 (P.L. 954), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198), as amended, 52 P.S. 1396.1 et seq.

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1st Sp. Sess.), as amended, 52 P.S. 1406.1 et seq.

Related to Cave-in or Subsidence of Surface Above Mines), Act of July 2, 1937 (P.L. 2787), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133), as amended, 52 P.S. 1471 et seq.

(Related to Coal under State Lands), Act of June 1, 1933 (P.L. 1409), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966 (P.L. 40, Sp. Sess. No. 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219), as amended, 52 P.S. 3301 et seq.

XIII. Purdon's Statutes - Title 53 (Municipal Corporations)

Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended, 53 P.S. 4000. 101 et seq.

XIV. Purdon's Statutes - Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825), as amended, 58 P.S. 401 et seq.

PA Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223), as amended, 58 P.S. 601.101 et seq.

XV. Purdon's Statutes - Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1001 et seq.

XVI. Purdon's Statutes - Title 64 (Public Lands)

PA Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVII. Purdon's Statutes - Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq.

Conservation and Natural Resources Act, Act of June 28, 1995 (P.L. 89, No. 18), as amended, 71 P.S. 1340.101 et seq.

XVIII. Purdon's Statutes - Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess., No. 8), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution Control Devices), Act of March 4, 1971 (P.L. 6, No. 2), as amended, 72 P.S. 7602.1 et seq.

XIX. Purdon's Statutes - Title 73 (Trade and Commerce)

(Related to Explosives), Act of July 1, 1937 (P.L. 2681), as amended, 73 P.S. 151 et seq.

(Related to Explosives), Act of July 10, 1957 (P.L. 685), as amended, 73 P.S. 164 et seq.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to Excavation and Demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Site Development Act, Act of May 6, 1968 (P.L. 117, No. 61), as amended, 73 P.S. 361 et seq.

XX. Purdon's Statutes - Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa. C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa. C. S. A. 7701 et seq.

(Related to Hazardous Materials Transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa. C.S.A. 8301 et seq.

XXI. Purdon's Statutes - Title 77 (Workmen's Compensation)

PA Workmen's Compensation Act, Act of June 2, 1915 (P.L. 736), as amended, 77 P.S. 1 et seq.

PA Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284), as amended, 77 P.S. 1201 et seq.

XXII. Pennsylvania Constitution-Article I, Section 27 (Adopted May 18, 1971).

PART II

FEDERAL STATUTES

- A. Contractor shall comply with all applicable Federal statutes, regulations and executive orders; including, but not limited to, the following:

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912)

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1912)

Agricultural Act of 1970 (16 U.S.C. 1501-1510)

Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214 (15 U.S.C. 2641-2654))

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114)

Boyd Anti-Lobbying Amendment (31 U.S.C. 1352)

Clean Air Act (42 U.S.C. 7401-7642)

Clean Water Act (see Federal Water Pollution Control Act)

Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. 3951-3956)

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1464)

Community Environmental Response Facilitation Act (42 U.S.C. 9620 note)

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 - 9675)

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), Supplement by 29 CFR, Part 5

Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C)

Davis – Bacon Act (40 U.S.C. 2769 to 9-7)

Debarment and Suspension Executive Orders 12549 and 12689

Emergency Planning and Right-To-Know Act of 1986 (42 U.S.C. 11001-11050)

Endangered Species Act of 1973 (16 U.S.C. 1531-1544)

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798)

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375)

Environmental Protection Agency Regulations (40 CFR, Part 31 and 35 (Subpart 60) and 40 CFR 35.6550(b)(2)(ii))

Equal Employment Opportunity (Executive Order 1124b, as Amended Executive Order 11375;

Supplemented by 31 CFR Part 60)

Federal Facility Compliance Act of 1992 (42 U.S.C. 6901 note)

Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136-136y)

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784)

Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164)

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note)

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662)

Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681-2692)

Lead Contamination Control Act of 1988 (42 U.S.C. 300j-21 to 300j-25)

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d)

Marine Protection, Research, and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

Mining and Mineral Resources Research Institute Act of 1984 (30 U.S.C. 1221-1230)

National Climate Program Act (15 U.S.C. 2901-2908)

National Contaminated Sediment Assessment and Management Act (33 U.S.C. 1271 note)

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370b)

National Ocean Pollution Planning Act of 1978 (33 U.S.C. 1701-1709)

Noise Control Act of 1972 (42 U.S.C. 4901-4918)

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270)

Oil Pollution Act of 1990 (33 U.S.C. 2701-2761)

Organotin Anti-Fouling Paint Control Act of 1988 (33 U.S.C. 2401-2410)

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866)

Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)

Public Health Service Act (42 U.S.C. 300f-300j-11)

Renewable Resources Extension Act of 1978 (16 U.S.C. 1671-1676)

Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6991)

Safe Drinking Water Act (see Public Health Service Act Sections 1401-1451 (42 U.S.C. 300f, 300j-11))

Single Audit Act (31 U.S.C. 7501 of 509.) and Related or Updated Provisions, Regulations or OMB Circulars

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009)

Solid Waste Disposal Act (42 U.S.C. 6901-6991i)

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328)

Toxic Substances Control Act (15 U.S.C. 2601-2692)

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942)

US Energy Policy and Conservation Act (PUB.L. 94-163)

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309)

Wood Residue Utilization Act of 1980 (16 U.S.C. 1681-1687)

DRAFT

I. EROSION AND SEDIMENTATION CONTROL PLAN

1. The Contractor shall be responsible for implementing the Erosion and Sedimentation Control Plan in accordance with the provisions shown on the Drawings and/or contained in the Technical Specifications.
2. Payment - Payment for the implementation of the Erosion and Sedimentation Control Plan will be based on the following: a. If a separate bid item for this work is not indicated in the Schedule of Prices of the bid documents, then payment for this work will be considered incidental to the Contract bid item(s). b. If a separate bid item for this work is indicated in the Schedule of Prices of the Bid Documents as a Lump Sum bid item, then payment for this work will be made in the following manner: Thirty Percent (30%) when installed, Twenty Percent (20%) for maintenance over the life of the Contract, and Fifty Percent (50%) upon the removal of the temporary control measures.
3. General information applicable to all projects - It is required that an approved Erosion and Sedimentation Control Plan be available at the construction site at all times. Any loss or damage to any part of either the permanent or temporary work shall be the responsibility of the Contractor who shall replace or repair, as required, to the satisfaction of The Owner. Temporary Erosion and Sedimentation Control Measures shall remain until the disturbed area has been stabilized, at which time the control measures shall be removed by the Contractor, unless otherwise directed by The Owner.

J. HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS

The Contractor is notified that, if any artifacts of possible historical or archaeological significance are encountered, the Contractor shall stop all work within the general area in all directions of the artifacts and notify The Owner immediately. Provisions in Section 4.2 will apply in the case of this event.

4.11 SAFETY PRECAUTIONS

The Contractor, subcontractors and their employees shall comply at all times with applicable Federal, State and local laws, provisions and policies governing safety and health, including the Federal Construction Safety Act (Public Law 91-54), Federal Register Chapter XVII, Part 1926 of Title 29 Code of Federal Regulations, Occupational Safety and Health Regulations for Construction and subsequent publications updating these regulations. The Contractor shall take any other needed action or proceed as directed, to protect the life, health and general occupational welfare of personnel employed on the project. When, in The Owner's opinion, employees are exposed to extraordinary conditions which could or do constitute a hazard, the Contractor shall modify such equipment, devices and job procedures to insure protection against the hazard or reduce the risk to employees engaged in project work.

All work areas and other locations where unauthorized entry or presence would present a potential hazard to the health and safety of trespassers shall be adequately posted to restrain unauthorized personnel.

The Contractor shall provide, at his own expense, adequate lighting at all places where work in connection with the project is conducted and at any other place within the project area considered necessary by The Owner. The Contractor shall provide barricades and lights at night to safeguard the work sites from vehicular traffic and protect pedestrian traffic.

When any work is to be done on public highways and streets, the Contractor shall maintain traffic and protect the traveling public within the Work Area in accordance with requirements of PennDOT and the local authority responsible for that street or highway.

No blasting shall be allowed without prior approval of Owner.

The Contractor shall immediately take corrective action upon notification by The Owner's representative of any non-compliance with the provisions of this section. Upon receipt of this notice, failure or refusal to promptly comply will cause a written order to be issued, stopping all or part of the work until the corrective action has been taken. Claim for an extension of time, costs or damages because of time lost due to such orders will not be considered.

4.12 RIGHT-OF-WAY

The Owner will furnish to the Contractor all right-of-way which, in its opinion, is necessary for carrying out the work, and for securing access to the site of the work. In some cases, the Contractor may be required to obtain right-of-way for disposal areas and/or borrow areas. The Contractor shall furnish The Owner with one (1) copy of each Access Agreement for any area outside the project limits.

The Contractor shall be responsible for trespassing or injury to private property and shall conduct his work in accordance with any laws or regulations relating thereto.

The Drawings show the limits of the right-of-way or grading and of the Contractor's Work Area. The Contractor's Work Area is for use by the Contractor and, where so indicated on Drawings, for disposal and regrading for drainage. No buildings or structures in this area shall be moved or damaged in any way except by written direction of The Owner or with the written approval of the property owner. The Contractor will be liable for any property or other damage in the Contractor's Work Area. All lands within the Contractor's Work Area must be restored to as good as or better than their pre-construction condition and left in a sightly state.

4.13 REQUIREMENTS FOR SECONDARY WORKS

- A. GENERAL - The Owner reserves the right to have such agent or agents as it may elect enter the property or location on which the Works herein contracted for are to be performed for the purpose of constructing or installing such Secondary Works as The Owner may desire, or for the construction or reconstruction of telephone and telegraph lines, highways or other such facilities affected by the work. Such Secondary Works will be constructed or installed with as little hindrance or interference as possible with the Contractor. The Contractor hereby agrees not to interfere with, or prevent the performance of, any Secondary Works by the agent or agents of The Owner.
- B. PROTECTION OF EXISTING STRUCTURES - The Contractor shall carefully protect from injury any existing improvements, property, or structures that may be liable to injury by the work covered by the Contract, except insofar as work of the Contract requires their modification or removal. The Contractor shall take all precautions necessary for such protection, and shall be responsible for and shall make good any injury to such works, property, or structures that may occur by reason of his operations.

The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the construction, as may be determined by The Owner. The Contractor shall be responsible for all unauthorized

cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment.

- C. PUBLIC AND PRIVATE UTILITIES - The Contractor shall comply with the Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq., which defines the procedures for notification to public utilities prior to excavation, drilling, or demolition work by use of powered equipment or explosives. The Contractor is required to inform himself fully concerning location of public and private utilities located within the work area which may or may not require removal, resetting, construction and/or reconstruction, and which may interfere with his operations, and shall be assumed to have prepared his Bid and entered into the Contract in full contemplation of the conditions to be encountered and his responsibility in connection therewith. The Contractor shall take all precautions necessary to protect existing utilities, and shall be fully responsible for and shall make good any injury to such utilities that may occur by reason of his operations.

Necessary relocation or removal of utility structures within the project limits will ordinarily be accomplished by others, but if so indicated on the Drawings, shall be done by the Contractor. If such work is to be done by others, the Contractor shall give The Owner sixty (60) days written notice, prior to the time such removal or relocation will be necessary, in order to enable the utility owner to complete the work without delay to the Contractor's operations.

4.14 STREETS AND PUBLIC THOROUGHFARES

- A. ROADWAYS - The Contractor shall be responsible for the maintenance of streets and public thoroughfares outside the work area used by his vehicles during the progress of the work, to the extent of cleaning up any materials spilled from or otherwise distributed by his vehicles and restoring the said streets and rights-of-way to their original condition, if damaged by him. This will include entering into Agreements concerning this obligation, if requested by the controlling Municipality or Township. The cost and expense incidental to the fulfillment of this section shall be borne by the Contractor and should he create any public nuisance, in the opinion of The Owner, by his failure to fulfill the requirements of this section, then The Owner, upon written notice to the Contractor, may request the appropriate Public Authority where the nuisance occurs, to correct the damage, and the cost of this work shall be deducted from any amounts due, or to become due, the Contractor under the terms of the Contract.
- B. MAINTENANCE OF TRAFFIC - The Contractor shall conduct the work so as to insure the least obstruction to traffic. He shall provide all necessary barricades, warning signs, lanterns, red flags, torches, and other such items, and shall maintain them in operating condition, to the satisfaction of The Owner, Pennsylvania Department of Transportation, Municipality, or other Agency having jurisdiction over affected roads or streets.

4.15 THE OWNER REQUIREMENTS

- A. SIGNS DURING CONSTRUCTION - If specified in the Bid Documents, the Contractor for General Construction, at his own cost and expense, shall erect and maintain in locations designated by The Owner not more than two (2) signs. The sign(s) shall remain in place at the completion of the Contract and shall become the property of The Owner.

No advertisements will be permitted on any temporary structures, or elsewhere on the work site, excepting signs required by the Bid Documents.

4.16 TEMPORARY SERVICES DURING CONSTRUCTION

- A. GENERAL - The Contractor for General Construction shall, at his own cost and expense, install, operate, protect, and maintain all temporary services as hereinafter specified or required during the construction period of the entire project. These temporary services shall include water supply, electric light and power, sanitary facilities, access roads, and any other services as may be stipulated in these General Conditions, Special Requirements, Specifications, or elsewhere in the Contract.

The Contractor for General Construction, at his cost and expense, is responsible for providing all of the services required below, including, but not limited to, electric power for testing, water for testing and disinfection operations and until the project is completed and accepted by The Owner.

- B. TEMPORARY ELECTRIC POWER - The Contractor for General Construction shall provide adequate temporary electric power for light and construction purposes by any means he deems advisable and as approved by The Owner. Temporary service shall comply with all laws, ordinances and regulations governing its installation and maintenance. The use of this temporary electric power must be made available to, and must be adequate for all separate Contractors and subcontractors and their employees working on this project.

The expense of providing and maintaining temporary electric power, including conductor, conduit, poles, etc., shall be included in the price bid for the Contract. The Contractor shall maintain temporary service and shall remove it when it is no longer required.

- C. TEMPORARY HEATING – Not used.

- D. TEMPORARY WATER SUPPLY - The Contractor for General Construction shall provide adequate temporary water service for construction purposes from any acceptable source and by such means he deems advisable and as approved by The Owner. The temporary water service shall comply with all laws, ordinances and regulations governing its installation and maintenance. The use of this temporary water service must be made available to and must be adequate for all separate Contractors and subcontractors and their employees working on this project.

The expense of providing and maintaining temporary water service including all temporary facilities shall be included in the price bid for the Contract. The Contractor shall maintain temporary service and shall remove it when it is no longer required.

- E. SANITARY FACILITIES - Sanitary conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor for General Construction in sufficient number, in such manner and at such places as shall be approved by The Owner. The Contractor for General Construction shall vigorously prohibit the committing of nuisances at the site of the work. Any employee found violating these provisions shall be discharged and not again employed. Such sanitary conveniences shall be constructed in compliance with all laws, ordinances, or regulations governing the same.

1. The Contractor for General Construction shall, at his own cost and expense, provide and maintain in a clean and sanitary condition adequate and approved sanitary facilities in accordance with OSHA requirements and as required by Paragraph 4.10B. All facilities shall be screened against insects. When directed by The Owner, the Contractor shall dismantle and remove these facilities, clean out pits and disinfect as required. Portable chemical toilets approved by The Owner are acceptable.

2. Under temporary field conditions, provisions shall be made to assure not less than one (1) toilet facility is available.
3. Job sites, not provided with a sanitary sewer, shall be provided with a minimum of one (1) of the following toilet facilities unless prohibited by local codes:
 - a. Chemical Toilets
 - b. Recirculating Toilets
 - c. Combustion Toilets.

4.17 DRAWINGS AND SPECIFICATIONS FURNISHED THE CONTRACTOR

The Owner will furnish free to the Contractor, three (3) complete sets of Contract Drawings, Specifications, and Special Requirements, and if requested, such additional sets as may be available. Copies beyond those immediately available will be furnished to the Contractor at the actual cost to The Owner.

4.18 COMPLETION AND MAINTENANCE

- A. REMEDYING DAMAGED WORK - If the work, or any portion thereof, shall be damaged in any way, including by vandalism, before the final completion and acceptance of the work, the Contractor shall forthwith make good, without compensation, such damage in a manner satisfactory to The Owner.
- B. MAINTENANCE OF COMPLETED WORK - The Contractor shall maintain all completed work for the duration of the Contract. The completed work shall be in accordance with the Contract Plans and Specifications when the work is finally accepted by The Owner.
- C. OCCUPATION OF PARTIALLY COMPLETED WORK - The Owner shall have the right to use or permit the use of, or occupy any completed or partially completed portions of, the work, whether or not the time may have expired for completing the entire work or said portions of work, but such use or occupancy shall not be deemed an acceptance of the work so taken or used, or any portion thereof. Prior, however, to such use or occupancy, an inspection shall be made by The Owner of the completed work to determine if it is in conformity with the Contract, and any subsequent damage thereto due merely to the use and occupancy of the completed portion, will not be the responsibility of the Contractor.
- D. CLEAN-UP
 1. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall promptly remove from the premises all empty cartons, boxes, crates and containers belonging to him, including cleaning and removal of all materials attached to fixtures and used as a protection during shipment and installation. The Contractor shall, at his own cost and expense, pick up, move and deposit all discarded material and rubbish resulting from his work, other than as described above, at the location or locations on the premises designated by the Contractor for General Construction.

2. The Contractor for General Construction shall be responsible for general broom cleaning, at his own cost and expense, in addition to the specific cleaning provided in Paragraph 1, applicable to each separate Contractor. The Contractor for General Construction shall, at least once weekly, remove from the premises all discarded material and rubbish described in Paragraph 1, above resulting from the work of all Contractors and assure that the building, premises, and surrounding streets are clean and free of such materials. The surfaces which are to be finished shall have all plaster, mortar and other surplus materials removed before painting, varnishing and other finishing is begun. Before the acceptance of the project by The Owner at the final inspection, the responsible separate Contractor, at his own cost and expense, shall do all work necessary to restore the territory embraced within the zone of his operations to a sightly condition. All temporary facilities shall be removed and satisfactorily disposed of and all plant and equipment removed.
3. The Contractor shall promptly remove from the premises all excess excavated material that is on the premises as a result of his excavation, provided such material is not required elsewhere on the project for fill to attain elevations shown on the Drawings.
4. If a dispute arises between the separate Contractors as to their responsibility for cleaning up, The Owner may clean up and charge the cost thereof to the several Contractors as The Owner shall determine to be just.
5. Final payment will not be made until the clean-up is satisfactorily completed.

SECTION 5

CONTROL OF WORK

5.1 DIRECTION OF WORK

It is mutually agreed that The Owner shall have the right to require changes in the Contractor's procedure, to determine the order of procedure and the times and seasons at which the work shall be conducted, insofar as may be necessary, to secure the safe and proper progress and quality of the work, all at no additional cost to The Owner.

Upon all questions concerning the execution of the work and the interpretation of the Drawings and Specifications and on the determination of quantities, the decision of The Owner shall be final and binding on both parties and its estimates and decisions shall be a condition precedent to the right of the Contractor to receive any money under the Contract.

The Owner shall especially direct the manner of conducting the work where the Owner is doing other work, either by Contract or by its own forces, in order that conflict may be avoided and the work on the Contract be harmonized with that on other Contracts, or with other work being done in connection with, or growing out of, any operations of The Owner.

5.2 THE OWNER CANNOT WAIVE OBLIGATIONS

It is expressly agreed that neither The Owner, nor any of its employees or agents, shall have any power to waive the obligations of the Contract for the performance of good work by the Contractor, as herein described. Failure or omission on the part of The Owner, or any of its employees or agents to condemn defective or inferior work shall not imply acceptance of the work, or release of the Contractor from obligation to properly replace the same at once without compensation, and at his own cost and expense, at any time upon discovery of said defective work, notwithstanding that such work may have been estimated for payment, or payments may have been made on the same. Neither shall such failure or omission, nor any acceptance by The Owner, be construed as barring The Owner, at any time, from recovery of damages and of such a sum of money as may be needed to build anew all portions of the work in which improper work was done.

5.3 MODIFICATION OF METHODS AND EQUIPMENT

Except where otherwise directly specified in the Contract, the Contractor shall design, lay out, and be responsible for the methods and equipment used in fulfilling the Contract, but such methods and equipment, when required, shall have the approval of The Owner.

If, at any time, the Contractor's methods or equipment appear to The Owner to be unsafe, inefficient, or inadequate for securing the safety of the workers, the quality of work, or the rate of progress required, The Owner may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders. If, at any time, the Contractor's working force, in the opinion of The Owner, shall be inadequate for securing the necessary progress, as herein stipulated, the Contractor shall, if so directed, increase the force or equipment to such an extent as to give reasonable assurance of compliance with the schedule of progress, but the failure of The Owner to make such demand shall not relieve the Contractor of his obligation to secure the quality, the safe conduct of the work, and the rate of progress required by the Contract, and the Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods. All directives issued to comply with this section shall be accomplished without any additional cost to The Owner.

5.4 MINOR CHANGES AND ALTERATIONS

The Owner reserves the right to make such alterations, eliminations, and additions as it may elect in the grade, location, or plan of the work herein contemplated, or any part thereof, either before or after the commencement of work, provided, however, that they are of a character as not to affect materially the unit cost of the changes involved. The Contractor will be paid for said work at the Contract unit prices.

5.5 CORRECTION OF WORK

- A. UNCOVERING OF WORK - If any work should be covered contrary to the request of The Owner, it must, if required by The Owner, be uncovered for its observation and replaced, at the Contractor's expense.

If any other work has been covered which The Owner has not specifically requested to observe prior to being covered, The Owner may request to see such work and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to The Owner. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by a separate Contractor employed as provided in Section 3.6, "Separate Contracts," and in that event The Owner shall pay the Contractor for such costs and require reimbursement of such costs from the responsible separate Contractor. If The Owner elects to accept non-conforming work, it may do so instead of requiring its removal and correction, in which case a Change Order shall be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid to The Owner by the Contractor and/or the Contractor's Surety.

- B. COVERAGE OF WORK - The Contractor shall promptly correct all work rejected by The Owner as defective or non-conforming or as failing to conform to the Contract Documents whether observed before or after the Final Inspection and whether or not, fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work.
- C. GENERAL - All such defective or non-conforming work under Paragraph A of this Section and Section 5.18 shall be removed from the site where necessary, and the work shall be corrected to comply with the Contract Documents without cost to The Owner.

The Contractor shall bear the cost of replacing or repairing all work of separate Contractors destroyed or damaged by such removal or correction.

5.6 NO WAIVER OF LEGAL RIGHTS

The Owner shall not be precluded or estopped by any measurements, estimate, or certificate, made or given by it or by any agent or employee of The Owner, under any provision or provisions of the Contract at any time, either before or after the completion and acceptance of the work and payment thereof pursuant to any measurement, estimate, or certificate, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor or from showing at any time that any such measurement, estimate, or certificate, is untrue or incorrectly made in any particular, or that the work or materials, or any part thereof do not conform, in fact, to the Contract. The Owner shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurements, estimate, certificate, or payment be found, or be known to be inconsistent with the terms of the Contract, or otherwise

improperly given, and The Owner shall not be precluded and estopped, notwithstanding any such measurement, estimate, certificate, or payment in accordance therewith, from demanding and recovering from the Contractor and/or his Surety such damages as it may sustain by reason of his failure to comply with the terms of the Specifications and of the Contract, or on account of any overpayments made on any estimate or certificate. Neither acceptance by The Owner, nor any estimate or certificate by The Owner, for any payment of money nor any payment for, nor acceptance of the whole or any part of the work by The Owner, nor any extension or remission of time, nor any possession taken by The Owner or its employees, shall operate as a waiver of any portion of the Contract or of any power herein reserved by The Owner, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

5.7 COMPLETENESS AND INTENT OF SPECIFICATIONS, ESTIMATES, AND DRAWINGS

- A. The Specifications and Drawings, taken in connection with the estimates and other provisions of the Contract, are intended to describe and illustrate the work required to be done. The Specifications and Drawings are to be taken as indicating the approximate amount of work, its approximate nature and position. The work is intended to be performed in accordance with the best practices and with due regard for safety and, in the event of any doubt as to the meanings of any portion of the Contract, supplementary drawings, or instructions of The Owner, the interpretation adopted shall be understood to call for the best types of workmanship practicable.

The various parts of the Contract are intended to be mutually explanatory. Anything mentioned in the Specifications and not shown in the Drawings, or shown in the Drawings and not mentioned in the Specifications, shall be of the like effect, as if shown or mentioned in both.

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in any part of the Contract, the explanation of The Owner shall be final and binding. Corrections of an error or omission in the Drawings or Specifications may be made by The Owner when such correction is necessary to bring out clearly the intention which is indicated by a reasonable interpretation of the Drawings and Specifications as a whole.

- B. Whenever in the Specifications or Drawings, or in supplemental drawings which may be furnished to the Contractor for directing his work, the terms or descriptions of various qualities of workmanship, material, structures, processes, plant, or other features of the Contract as described in general terms, the meaning of fulfillment of which must depend upon individual judgment, then, in all cases, the question of the fulfillment of such Specifications or Requirements shall be decided by The Owner, and said material shall be furnished, said work shall be done, and said structures, processes, plant, or features shall be constructed, furnished, or carried on in full and complete accordance with its interpretation of the same and to its full satisfaction and approval.

It is the intent and purpose of the Specifications and Drawings to include under each item all materials, equipment, apparatus, and labor necessary to properly construct and put into perfect operation all of the various components of the respective items and to interconnect the various equipment, apparatus, or systems to form a complete and properly coordinated whole. Any material, equipment, apparatus, and labor not hereinafter specifically mentioned or shown on the Drawings, which may be found necessary to complete or perfect the Project in a substantial manner and in compliance with the requirements implied or intended in these Specifications or Drawings, shall be furnished by the Contractor as part of the Contract. The

Contract prices shall constitute full payment for all labor, materials, devices, or methods peculiar to the equipment, apparatus or system intended.

5.8 OR EQUAL AND SUBSTITUTION

Whenever the material, article or piece of equipment is identified on the plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard, and any material, article, or equipment of other manufacturers and vendors, which will perform adequately the duties imposed by the general design, will be considered equally acceptable ("or equal"), provided the material, article, or equipment so proposed is, in the opinion of The Owner, of the same materials and construction, equal quality, appearance and function. It shall not be purchased or installed by the Contractor without The Owner's written approval.

If a submitted product differs in some manner from that specified, but still maintains the specified level of quality, performance and appearance, The Owner may accept this product as a substitution. It shall not be purchased or installed by the Contractor without The Owner's written approval.

The Plumbing, Heating, Ventilating, and Electrical Contractors shall include, as part of their respective bids, the connection of equipment by model number as provided in the Specifications. If a different unit or model number is provided as an "or equal", or substitution, then the separate Contractor requesting the "or equal" or substitute item shall pay the difference in cost for the connection between the specified model and the substituted item.

5.9 SHOP DRAWINGS, CATALOG CUTS, CERTIFICATIONS AND SAMPLES

The Contractor shall review and submit with reasonable promptness in orderly sequence, so as to cause no delay in the work or in the work of any other Contractor, samples, catalog cuts, shop drawings and Manufacturer's certifications that materials and equipment to be supplied meet Contract Specifications and as required by the Contract Documents or required subsequently by The Owner for modifications. Certifications shall have original signatures and be notarized. At a minimum, the Contractor shall submit one (1) electronic copy or one (1) opaque (bond) copy.

No portion of the work requiring a shop drawing, catalog cut or sample submission shall be commenced until the submission has been approved by The Owner. All such portions of the work shall be in accordance with approved shop drawings, catalog cuts and samples.

These shop drawings shall be complete and shall contain all required detailed information. Each submittal shall bear a stamp of the Contractor attesting to the fact that the Contractor has reviewed the item and certifies that it meets the contract documents. If approved by The Owner, each copy will be identified as having received such approval by being so stamped and dated. The Contractor shall make any corrections required by The Owner. The approval of submittals by The Owner shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of submittals will not relieve the Contractor of the responsibility for the dimensions and design of adequate connections, details, and satisfactory construction of all work. The right is reserved to require submission to The Owner of shop drawings, certification or catalog cuts for any part of the work not particularly mentioned herein.

Contractors requiring sleeves and openings for their work in any deck, concrete slab or wall shall furnish to The Owner a complete set of location sketch drawings in triplicate showing size and shape of openings. The Owner shall make these drawings available to each separate Contractor

and each separate Contractor shall be responsible for reviewing the drawings in order that there will be no interference and/or conflict in his portion of the work. When this review is finalized, the Contractor shall submit these drawings to The Owner and in final workable form. Reproducible prints of the Contract Drawings may be obtained from The Owner for this purpose.

The Contractor for General Construction shall construct or have built into building walls, partitions and floors all such chases, sleeves, and openings as are required. If the advanced layout drawings are not furnished before the walls, partitions and floors are built, the Contractor for General Construction will not be held responsible for the construction of these chases, sleeves, and openings, and they shall be constructed at the sole cost and expense of the responsible separate Contractor.

All construction pertaining to the cutting of chases, sleeves, and openings shall be done to the satisfaction of The Owner. Should the cutting of such chases, sleeves, and openings be required after construction of walls, partitions and floors are completed, The Owner may require the work to be performed in such a manner as to result in unmarred work even to the extent of requiring the removal and rebuilding of walls and partitions, all of which shall be at the sole cost and expense of the responsible separate Contractor.

5.10 TERMINATION

A. **TERMINATION DUE TO NATURE OF PERFORMANCE BY CONTRACTOR** - If the work to be done under the Contract shall be abandoned by the Contractor, or the work assigned or sublet by the Contractor otherwise than as herein specified, or if at any time The Owner shall be of the opinion and shall so certify that the performance of the Contract is unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or Agreements of the Contract, or is executing the same in bad faith or not in accordance with the terms thereof, or is not making such progress in the execution of the work as to indicate its completion within the time specified in the Contract or within the time to which the completion of the Contract may have been extended by The Owner, The Owner may notify the Contractor to discontinue all work or any part thereof under the Contract by a written notice of default to be served upon the Contractor, as hereinbefore provided, and a copy of said notice shall be served upon the Contractor's Surety, or the Surety's authorized agent. Upon receipt of written notice, the Contractor shall discontinue the work or such part thereof as The Owner shall designate, whereupon the Surety may, at its option, assume the Contract, or that portion thereof on which The Owner has ordered the Contractor to discontinue the work, and proceed to perform the same and may, with the written consent of The Owner, sublet the work or portion of the work so taken over; provided, however, that the Surety shall exercise its option, if at all, within two (2) weeks after written notice to discontinue the work has been served upon the Contractor and upon the Surety or its authorized agent. The Surety, in such event, shall take the Contractor's place in all respects, and will be paid by The Owner for all work performed by it in accordance with the terms of the Contract and if the Surety, under the provisions hereof, shall assume said entire Contract, all moneys remaining due the Contractor at the time notice of his default was served upon him shall thereupon become due and payable to the Surety as the work progresses, subject to all of the terms of the Contract.

In case the Surety does not, within the herein before specified time, exercise its right and option to assume the Contract, or that portion thereof on which The Owner has ordered the Contractor to discontinue work, then The Owner shall have the power to complete, by Contract or otherwise as it may determine, the work herein described or such part thereof as it may deem necessary, and the Contractor agrees that The Owner shall have the right to possession of and use of any of the materials, plant, tools, equipment, supplies, and property

of every kind provided by the Contractor for the purpose of his work, and to procure other tools, equipment, and materials for the completion of the work, and to charge to the Contractor the expense of all Contracts, labor, materials, tools and equipment, and expenses incident thereto.

The expense so charged will be deducted by The Owner out of such moneys as may be due or may at any time become due the Contractor under and by virtue of the Contract or any part thereof. The Owner shall not be required to obtain the lowest figures for the work of completing the Contract, but the expense to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the Contract if the work had been completed by the Contractor, then the Contractor shall be entitled to receive the difference; and in case such expense shall exceed the amount which would have been payable under the Contract, if the work had been completed by the Contractor, then the Contractor and its Surety, shall be jointly and severally liable for, and shall pay, the amount of such excess to The Owner on notice from The Owner of the excess so due, but such excess shall not exceed the amount due under the Contract at the time the Contractor is notified to discontinue said work or any part thereof, plus the amount of the Bond(s) executed by the Surety and Contractor for the performance of the Contract. When any particular part of the work is being carried on by The Owner, by Contract or otherwise under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as in no way to hinder or interfere with the persons or workers employed, as above provided by The Owner.

- B. TERMINATION FOR CONVENIENCE OF THE OWNER - It is understood and agreed that The Owner may, at any time during the term thereof, cancel and terminate the Contract in whole or in part for its convenience, and award such compensation as in The Owner's best judgment is fair and reasonable, but not including any anticipatory profits for work which has not been performed.

5.11 CONTRACTOR'S LIABILITY

The work in every respect, from the execution of the Contract and during its progress until final acceptance, shall be under the charge and in care of the Contractor and at his risk. The foregoing sentence is intended to include risks of every kind and description, including vandalism, fire and flood risks.

The Contractor shall properly safeguard against any or all injury or damage to the public, or to property of any kind, and shall alone be responsible for any such damage or injury.

The Contractor's liability shall include, but is not limited to, the indemnification obligation set forth in Section 3.10F, "Accidents and Claims," hereof.

The Contractor agrees that so much of the money due him under the Contract as shall be considered necessary by The Owner may be retained until all suits or claims for damages, as aforesaid, have been settled and evidence to this effect has been furnished to The Owner.

Notwithstanding the above, The Owner and the Contractor agree that, if the work is damaged by a natural disaster and said damaged work is eligible for disaster assistance by Federal, State, or other source, The Owner and Contractor will pursue said assistance and the Contractor will be relieved from his obligation under this paragraph insofar as said assistance is actually received.

5.12 HINDRANCES AND DELAYS

The risks and uncertainties in connection with the work are assumed by the Contractor as a part of his Contract, and are compensated in accordance with the Contract price for the work. The Contractor, except as otherwise definitely specified in the Contract, shall bear all loss or damage from hindrances or delays from any cause during the progress of any portion of the work embraced in the Contract, including all loss or damage arising out of the nature of the work to be done, or from the action of the elements, inclement weather and floods, or from any unforeseen and unexpected conditions or circumstances encountered in connection with the work, or from any cause whatsoever, and except as otherwise definitely specified in the Contract, no charge other than that so included in the Contract price for the work shall be made by the Contractor against The Owner for such loss or damage.

Should the work be stopped by order of The Owner for any cause other than those authorized in the Contract, then and in that event, such expense as, in the opinion of The Owner, is caused to the Contractor hereby, other than the legitimate cost of carrying on the Contract, will be paid by The Owner.

5.13 DISPUTES OR ACTIONS BETWEEN CONTRACTORS

- A. Should the Contractor, either himself or by his subcontractor or subcontractors or their respective agents, servants, or employees, cause damage or injury to the property or work of any separate Contractor or Contractors, or by failing to perform his work (including the work of his subcontractor or subcontractors) hereunder with due diligence, delay any separate Contractor or Contractors who shall suffer additional expense or damage thereby, the parties involved in such dispute shall settle by agreement or arbitrate said claim, dispute or disputes by referring same to the American Arbitration Association and said dispute or disputes shall be determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. The Owner shall not be a party to disputes or actions between Contractors concerning such expense or damages, and such disputes shall not be subject to the dispute resolution provided for in Section 6.13, "Claims for Damages." It is agreed by all parties that disputes or actions between Contractors concerning the additional expenses or damage hereinbefore mentioned shall not delay completion of the work which shall be continued by the parties, subject to the rights hereinbefore provided. It is agreed by the parties to the Contract (The Owner as promisee and the Contractor as promisor) that the intent of this clause is to benefit the other separate Contractors on the subject project or related projects and to serve as an indication of the mutual intent of The Owner and the Contractor that this clause raise such other separate Contractors to the status of third party beneficiaries only as to the terms and conditions of this clause and Section 3.7, "Separate Contracts." The Contractor agrees that this clause and Section 3.7, "Separate Contracts," are provided as a benefit to the Contractor and that they specifically exclude claims against The Owner for delays or other damages.
- B. The Contractor agrees that all claims, disputes and other matters in question between separate Contractors arising out of, or relating to the Contract or the breach thereof as provided in Paragraph A held by a separate Contractor pertaining to the project for which the work is performed, shall be settled by Agreement or submitted to the Court of Common Pleas of Dauphin County, Pennsylvania (Disputes under \$50,000 shall be heard by an Arbitration Panel appointed by the Court; claims in excess of \$50,000 shall be heard by the Court and subject to the election for a trial by jury). The Owner shall not be a party of this arbitration nor shall such claim or dispute be subject to dispute resolution as provided for in Section 6.13.

- C. Notice of the demand for arbitration shall be filed in writing with the other separate Contractors and with the Court of Common Pleas of Dauphin County, Pennsylvania, and a copy shall be filed with The Owner. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. The Owner shall not be a party to the claim, dispute or other matter in question, but shall be a witness in any arbitration at the request of any party to the arbitration.

5.14 PURCHASE AND DELIVERY OF SUPPLIES, EQUIPMENT, AND MATERIALS

A. ANTITRUST LAWS

The Contractor and the Owner recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal anti-trust laws are in fact borne by the Owner. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Owner all right, title and interest in and to any claims the Contractor now has or may hereafter acquire under State or Federal anti-trust laws relating to the goods or services which are the subject of this Contract.

B. STEEL PRODUCTS PROCUREMENT ACT

In accordance with the Act of March 3, 1978 (P.L. 6 No. 3), as amended, known as the "Steel Products Procurement Act" (73 P.S. 1881 *et seq.*), the Contractor, subcontractors, material men or suppliers shall use or permit to be used ONLY steel products produced in the United States. "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process, including cast iron products. With each shipment of steel or cast iron products delivered to the project site, the Contractor shall provide evidence to The Owner' representative that such steel products comply with this Act. When unidentified steel products are supplied, the Contractor must provide documentation which includes, but is not limited to: invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States, which establishes that the Contractor has fully complied with the Act. If a steel product is identifiable from its face, the Contractor must provide certification that he has fully complied with the Act. The definition of steel products shall include machinery and equipment listed in United States, the Owner of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least Seventy-Five Percent (75%) of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

Compliance with the Steel Products Procurement Act will not be required for steel products used as construction tools and which will not serve a permanent functional use in the Project. Steel casing must comply with the Steel Products Procurement Act only when it is permanently incorporated into the Project such as a water well for a permanent water supply.

The Owner will not provide for, or make any payments to, any person who has not complied with the Steel Products Procurement Act. Any such payments made to any person by The Owner which should not have been made as a result of the Act shall be recoverable directly from the Contractor or subcontractor who did not comply with the Act. In addition to the above

penalties, any person who willfully violates the provisions of the Act shall be subject to other penalties outlined in the Act.

C. TRADE PRACTICES ACT

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686, as Amended (71 P.S. 773.101 et seq.), the Contractor shall not use or permit to be used in the work (i.e., will serve a permanent functional use in the project) any aluminum or steel products made in a Foreign Country which is listed below as a Foreign Country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Brazil, Spain, South Korea, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the use of those countries' products, as listed below, is not permitted:

1. Brazil: Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; prestressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
2. Spain: Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars, and cold-formed stainless steel bars; prestressed concrete steel wire strand; and certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.
3. South Korea: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
4. Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.

Penalties for violation of this paragraph may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three (3) years. This paragraph, in no way, relieves the Contractor of responsibility to comply with the provisions of the Steel Products Procurement Act described herein.

D. RECYCLED CONTENT – N/A

All insulation incorporated into the project **must** contain the minimum percentage of post consumer recovered paper or recovered material.

E. OTHER

The Contractor shall include the provisions of the Acts cited in this subsection in every subcontract and supply Contract so that they shall be binding on each subcontractor and supplier.

Materials to be used for work under the Contract shall be delivered sufficiently in advance of their proposed use to prevent delays, and they shall be delivered approximately in the order required.

5.15 INFRINGEMENTS OF PATENTS

The Contractor shall be held responsible for any claims made against The Owner or any infringement of patents by his use of patented articles or methods in the performance and completion of the work, or any patented process connected with the work agreed to be performed under the Contract, or of any patented materials used upon the said work, and shall save harmless The Owner from all claims against them, by reason of any infringement or alleged infringement of patents used in the construction and completion of the work.

5.16 PROTECTION AGAINST CLAIMS FOR LABOR AND MATERIALS

The Contractor agrees that he will save harmless The Owner from all claims against them for material furnished or work done under the Contract.

It is further agreed by the Contractor that he shall, if so requested, furnish The Owner with satisfactory evidence that all persons who have done work or furnished material under the Contract have been duly paid for such work or material and, in case such evidence is demanded and not furnished as aforesaid, such amount as may, in the opinion of The Owner, be necessary to meet the claim of the persons aforesaid, may be retained from the money due the Contractor under the Contract, until satisfactory evidence be furnished that all liabilities have been fully discharged.

When required by the laws of Pennsylvania, moneys due the Contractor will be retained for protection against claims.

5.17 MATERIAL SAMPLES REQUIRING LABORATORY TESTS

Where required in the Specifications or on the Drawings, tests which are to be performed at the expense of the Contractor shall be conducted by a material supplier or by an independent testing laboratory, either or both of which shall be subject to the approval of The Owner. The test results shall be forwarded in duplicate directly to The Owner. The Contractor shall pay all costs of the tests for which he is responsible including sampling, packing, shipping, and laboratory fees. No separate payment will be made for the cost of testing, which shall be included in the appropriate Contract price. The Owner reserves the right to perform additional tests at its own expense and to use such tests as a basis of approval or rejection regardless of previous decisions.

5.18 REMEDY GUARANTEE PERIOD

The Contractor shall remedy, without cost to The Owner, any defects which may develop within one year from the date of completion and acceptance of the work performed under the Contract, provided said defects, in the judgment of The Owner, are caused by defective or inferior materials or workmanship.

5.19 OPERATION AND MAINTENANCE INSTRUCTIONS AND MANUALS

The Contractor shall for his Scope of Work carefully compile, during progress of work, operation and maintenance manuals to include methods of care and cleaning of all types of visible surface materials, both interior and exterior, and descriptions of all systems and equipment and methods of operations thereof. Descriptions shall give pertinent diagrams, identifying chart, color chart, color coding, connections, lubricating instructions, and single-line and detailed wiring diagrams, using manufacturers' printed information where possible. Otherwise, the Contractor shall obtain written instructions prepared by subcontractors. The Contractor shall include names, addresses and phone numbers of all subcontractors and of service firms of each mechanical item for The Owner' use after expiration of the remedy guarantee period. Before completion of the work, the

Contractor shall submit a rough draft of the Operation and Maintenance Instructions and Manual(s) in loose-leaf binder(s) for approval by The Owner. After approval and before final payment, the Contractor shall furnish two (2) corrected bound copies to The Owner.

5.20 “AS-BUILT” DRAWINGS

As the work progresses, the Contractor shall record on one set of Plans and Specifications all changes, deviations, or alterations made to the original design. At the Final Inspection, the Contractor shall turn the “As-Builts” set of Drawings and Specifications over to The Owner. The final payment will not be processed until “As-Builts” are submitted and considered acceptable.

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SECTION 6

PAYMENT

6.1 PAYMENT COVERAGE

The Bidder agrees to accept as full compensation, satisfaction, and discharge for all work done and all materials furnished, whether mentioned in the Bid Form and Specifications or not, and for all costs and expenses incurred and damages sustained, and for each and every matter, thing, or act performed, furnished, or suffered in the full and complete performance and completion of the work of the Contract in accordance with terms, conditions, and provisions thereof and of the instructions, orders, and directions of The Owner, except extra work which will be paid as provided in Section 6.7, "Extra Work," of these General Conditions and except as otherwise specifically provided in the Contract, the unit price and/or lump sum prices stated in the Contract.

6.2 PAYMENT ONLY IN ACCORDANCE WITH CONTRACT

The Contractor shall not demand, nor be entitled to receive, payment for the work or materials, or any portion thereof, except in the manner set forth in the Contract and after The Owner will have given approval for such payment.

If the actual quantity of work performed exceeds the estimated Contract quantity for an item of work, payment will be made for the increased quantity only with an approved change order signed by the Owner.

For purposes of any interest payments required hereunder, if Extra Work is directed by The Owner, if the term of the Contract has expired, payment will not be due hereunder until the Contract has been fully executed by all of the parties, or after the Contract Change Order for Extra Work has been fully executed by all the parties or an extension of time has been granted by Change Order.

6.3 PAYMENTS TO CONTRACTOR

At approximate monthly intervals The Owner shall make a progress or periodic payment to the Contractor on the basis of a duly certified and approved estimate of satisfactory work performed during the preceding month under this contract. The Owner shall retain ten percent (10%) of said payment due the Contractor until fifty percent (50%) of the contract is completed. When the contract is fifty percent (50%) completed, one half of the amount retained by The Owner shall be returned to the Contractor; provided that the Owner approves the application for payment; and provided further, that the Contractor is making satisfactory progress. The sum or sums withheld by the Owner from the Contractor after the contract is fifty percent (50%) completed shall not exceed five percent (5%) of the value of the completed work based on monthly progress payment requests. Subject to the foregoing provisions of this paragraph the Owner shall make final inspection within 35 days of receipt of the Contractor's request for final inspection and application for final payment. If the work is completed, the Owner shall issue a certificate of completion and a final certificate for payment and shall make payment in full.

6.4 DELAYED PAYMENTS

Should any payments due the Contractor on any application for payment be delayed beyond the time stipulated, such delay shall not constitute a breach of Contract, or be the basis of a claim for damages.

6.5 PROGRESS ESTIMATES

- A. The Owner will, from time to time during the active progress of the work, at intervals of approximately once a month, make a determination of all work done and materials incorporated into the work by the Contractor up to that time, based on the Contractor's application for payment.
- B. Upon such applications for payment being made by the Contractor and certified by the Design Professional in writing to The Owner, The Owner will certify for payment the amount due the Contractor, however, The Owner may at all times reserve and retain from such amount, any sum or sums which, by the terms hereof or of any law of the Commonwealth of Pennsylvania, it is, or may be, authorized to reserve or retain.
- C. It is specifically understood and agreed that protection of any materials in storage on the job site on which payments have been made in accordance with Paragraph 6.3 shall be the sole responsibility of the Contractor. Should the materials be pilfered, damaged, or removed from the job site in any manner, subsequent deductions will be appropriately made by The Owner and computed in said balance. The Contractor shall not incorporate in the work, any materials damaged during storage or at any other time.
- D. In the absence of good and sufficient reasons, within fourteen (14) days of the receipt of payment by the Contractor, the Contractor shall pay all subcontractors or suppliers with which it has contracted their earned share of the payment which the Contractor received. Information as to payment to the prime Contractor will be made available by The Owner to the subcontractors upon their request. The Contractor shall also require such subcontractor or supplier to make similar payments to its subcontractors and/or suppliers.

6.6 DETERMINATION OF QUANTITIES

The Contractor will make all measurements and determine all quantities and amounts of work and materials done or furnished under the Contract.

6.7 MODIFICATION OF SPECIFICATIONS AND DRAWINGS

The Specifications and Drawings herein referred may be modified and changed from time to time, as may be directed in writing by The Owner, if such changes are necessary to carry out and complete fully and perfectly the work agreed to be done and performed.

If such modifications result in Additional Work, which is defined as work determined by The Owner, in its sole discretion, to be of the type already provided by the Contract and for which there is a Contract price, additional payment will be made at the Contract price for actual Additional Work performed, in the same manner as if it had been included in the original Contract, following execution of a Change Order stating an increase in the maximum dollar amount of the Contract and only to the extent of the increase.

If such modifications result in a deletion of work which is determined by The Owner, in its sole discretion, to be of a type already provided by the Contract and for which there is a Contract price, payment will be similarly decreased at the Contract price by Change Order stating a decrease in the maximum dollar amount of the Contract and only to the extent of the decrease.

If such modifications result in Extra Work, which is defined as work determined by The Owner, in its sole discretion, to be of a type not provided by the Contract and having no price included in the

Contract, payment will be made following execution of a Change Order, in accordance with Section 6.8, "Extra Work".

When Additional Work or deletion of work, which is covered by a Lump Sum Item, is required due to a modification, payment or credit for the work will be based upon apparent Unit Prices which will be derived by dividing the Lump Sum Price by the estimated plan quantities.

Payment for Additional Work, Extra Work, and Extra Work on a Force Account basis is accepted as payment in full for all profit and for all equipment, labor, material, field overhead, home office and general administrative expenses, and every other expense incurred as a result of the additional or extra work. No claims for additional compensation of any kind arising out of or relating to such work can be asserted against The Owner.

The Contractor, in connection with any proposal he makes for a Contract Modification, shall furnish a price breakdown, itemized as required by The Owner. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by The Owner.

6.8 EXTRA WORK

If, during the performance of the Contract, it shall become necessary or desirable for the proper completion of the work under the Contract to order Extra Work done, as defined in Section 6.7, "Modification of Specifications and Drawings," hereof, the Contractor shall, if ordered in writing by The Owner, do and perform such work. Any such work shall be done as "Extra Work" at a price to be previously agreed upon in writing by the Contractor and The Owner. Where a lump sum or a unit price cannot be agreed upon by both parties or where this method of payment is impractical, the Owner may order the Contractor to do such Extra Work on a "Force Account" basis, as set forth in Section 6.9, "Force Account Work".

6.9 FORCE ACCOUNT WORK

The compensation as herein provided shall be received by the Contractor as payment in full for Extra Work done on a Force Account basis, in which the fifteen percent (15%) markup which is allowed on the labor cost, the material cost, and the equipment cost, and when applicable the markups on subcontractor work, is being made and accepted to cover all administration, general superintendents, other overhead, bonds, insurance, anticipated profit and use of small tools and equipment for which no rental is allowed. The Contractor and The Owner shall compare records of Extra Work done on a Force Account basis at the end of each day to insure agreement. All costs for Extra Work done on a Force Account basis shall be submitted to The Owner by the Contractor upon certified statements to which shall be attached original paid bills covering the cost of, and the freight charges on, all materials furnished and used in such work and said statement shall be filed during the month following that in which the work is actually performed. Should the Contractor refuse to prosecute the work as directed or should he refuse to submit his costs as required, then The Owner may withhold payment of all estimates until the Contractor's refusal or failure is eliminated.

All Extra Work done on a Force Account basis will be paid in the following manner:

- A. LABOR-For all Labor, including equipment operators and foreman in direct charge of the specific operation, the Contractor will receive the current local rate of wage per hour, to be agreed upon in writing before starting such work, for each and every hour that said laborers and foreman are actually engaged in such work, plus fifteen percent (15%) in addition thereto. Project superintendents are not included. The direct labor charges shall be the actual payroll rate of wages per hour and actual fringe benefits paid. The fringe benefits would be those included on a prevailing minimum wage predetermination, if applicable, which are actually paid. This would include health and welfare, apprentice training, supplemental unemployment benefits and pension plans but does not include profit sharing plans.

The Contractor will also be allowed to add to such direct labor and foreman costs the percentage rates paid for the following items:

Social Security Tax at the percentage legally required.

Unemployment Tax at the percentage legally required.

Workmen's Compensation Insurance at the policy percentage rate.

Contractor's Public Liability Insurance at the policy percentage rate.

Contractor's Property Damage Liability Insurance at the policy percentage rate, including coverage for damage due to blasting and explosions when such additional coverage is secured on projects where blasting is required.

The Fifteen Percent (15%) herein before noted shall also be added to these tax and insurance items.

- B. MATERIALS - For all materials furnished and used, the Contractor will receive the actual cost of such materials, including freight charges and sales tax, as shown by original paid bills, to which cost will be added a sum equal to Fifteen Percent (15%).

- C. EQUIPMENT - For any machinery, trucks or equipment (exclusive of operators), except small tools and equipment for which no rental is allowed, which may be deemed by The Owner to be necessary or desirable to use, The Owner will allow the Contractor a reasonable rate of hire for rental prices for machinery, trucks, or equipment, which shall include fuel and lubricants, to be agreed upon in writing before such work is begun, for each and every hour that such machinery, truck, or equipment is in use on such work, and to which cost will be added a sum equal to Fifteen Percent (15%). The maximum rental rates which The Owner will allow shall be computed in the following manner:

For equipment, either rented or owned, an hourly rate will be determined using the weekly rental rates, including applicable adjustment factors, taken from the current edition (including updated supplements) of the Rental Rate Blue Book for Construction Equipment or a current rental publication and dividing by Forty (40). An allowance will be made for operating cost for every hour the machinery or equipment is operating, in accordance with rates listed in the Rental Rate Blue Book. If machinery or equipment is required at the work site but is not operating, compensation will be at the hourly rate exclusive of operating costs.

In the case of equipment not in the Rental Rate Blue Book for Construction Equipment, a weekly rate shall be computed on the basis of one and One Half Percent (1½%) of the manufacturer's list price for new equipment. The hourly rate shall be determined by dividing

the weekly rate by Forty (40) for equipment actually operating and dividing by Forty-Four (44) for equipment required at the work site but not operating.

Mobilization of equipment for Force Account work will be paid on the basis of labor and equipment rates in accordance with this subsection.

- D. SUBCONTRACTS - Force Account work may be performed by a subcontractor only when the type of work involved is specialized and is deemed, in the opinion of The Owner, outside the scope of work normally performed under the Contract.

Subcontractors for Force Account work will be approved only when specifically authorized in writing by The Owner. The work performed by the subcontractor shall conform to Contract requirements.

Payment for work performed by subcontractors will be based upon actual labor, materials, and equipment supplied and computed as specified in subsections A, B, and C above. The markup of Fifteen Percent (15%) for labor, materials, and equipment includes the overhead and profit of the subcontractor. The prime Contractor will be paid a Fifteen Percent (15%) allowance or markup on the first \$10,000 of the Force Account work of the subcontractor and Ten Percent (10%) allowance or markup for all above \$10,000. Subcontractors on a lump sum basis will not be accepted as a component of Force Account work.

6.10 FINAL INSPECTION AND ACCEPTANCE

As soon as practicable after the completion of the Project, a thorough inspection thereof will be made by The Owner at the site of the work. If such work is found to comply fully with the requirements of the Contract, it will be accepted and final payment therefore will be made in accordance with Section 6.10, "Final Payment," of the General Conditions.

On those projects where temporary Erosion and Sediment Pollution Control Measures have been required to remain in place, the Final Inspection for those items will be made upon their removal. The Remedy Guarantee Period for those items will commence at that time.

6.11 FINAL PAYMENT

Whenever, in the opinion of The Owner, the work covered by the Contract has been completed, The Owner will prepare a Final Estimate showing the total amount of work done and its value under and according to the terms of the Contract, any other amounts due the Contractor, all deductions made in accordance under such provisions of the Contract, and the amount due the Contractor. However, the final payment will not become due until the Contractor submits the following documents on a form satisfactory to The Owner:

- A. An Affidavit that all payrolls have been paid and that all payments have been in strict compliance with the provisions of the Prevailing Minimum Wage Predeterminations applicable to the project;
- B. An Affidavit that all labor, material, equipment rentals and utility bills, including those of subcontractors, have been paid and releasing The Owner from any further claims on account of the Contract except for the amount due under the Final Estimate;
- C. A Statement of Surety approving the Final Payment; and

- D. If required by The Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by The Owner.

6.12 MONEY RETAINED FOR DEFECTS AND DAMAGES

The Contractor shall pay to The Owner, all expenses, losses and damages, as determined by The Owner, incurred in consequence of any defect, omission, or mistake of the Contractor or his employees, of the repairing or replacing thereof, and The Owner may apply any moneys which otherwise would be payable at any time under the Contract to the payment thereof.

Imperfect or damaged work shall be repaired or replaced where feasible, but if the imperfection, in the opinion of The Owner, shall not be of such magnitude or importance as to necessitate, or be of such nature as to make impracticable or dangerous or undesirable the re-execution of the imperfect part, then The Owner shall have the right to make such reduction as may be just and reasonable from the amounts due or to become due the Contractor, instead of requiring the imperfect work to be redone.

6.13 CLAIMS FOR DAMAGES

If the Contractor shall claim compensation for any alleged damage by reason of the acts or omissions of The Owner or its agents, it shall within six (6) months after the claim accrues, make a written statement to The Owner, including the nature of the alleged damage, the date of occurrence, and an itemization of the details and amount of such damage. Upon request of The Owner, it shall give access to all books of account, receipts, vouchers, bills of lading, and other books or papers containing any evidence of the amount of such damage. Unless such statement shall be filed as thus required, its claim for compensation shall be forfeited and invalidated, and it shall not be entitled to payment on account of any such damages. All claims and disputes which the Contractor may have against The Owner under the Contract shall be resolved through arbitration. The dispute shall be settled by agreement or arbitrate said claim, dispute or disputes by referring same to the American Arbitration Association and said dispute or disputes shall be determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining

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

Project Name:	Heroes Grove Amphitheater Phase 2
Awarding Agency:	Lower Paxton Township
Contract Award Date:	5/1/2020
Serial Number:	20-00629
Project Classification:	Building/Highway
Determination Date:	1/23/2020
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Dauphin County

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

Project: 20-00629 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$32.00	\$26.51	\$58.51
Asbestos & Insulation Workers	7/2/2018		\$32.80	\$26.76	\$59.56
Asbestos & Insulation Workers	7/2/2019		\$33.80	\$27.26	\$61.06
Asbestos & Insulation Workers	7/2/2020		\$32.80	\$30.01	\$62.81
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2017		\$44.26	\$33.36	\$77.62
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$28.15	\$22.45	\$50.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$32.54	\$16.06	\$48.60
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$32.95	\$16.45	\$49.40
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$33.43	\$16.87	\$50.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2020		\$33.99	\$17.31	\$51.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$34.62	\$17.78	\$52.40
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		\$28.88	\$15.75	\$44.63
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$29.53	\$16.20	\$45.73
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$30.18	\$16.65	\$46.83
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$30.88	\$17.10	\$47.98
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$31.77	\$17.41	\$49.18
Cement Finishers	5/1/2017		\$27.20	\$22.45	\$49.65
Cement Masons	5/1/2019		\$29.05	\$22.50	\$51.55
Drywall Finisher	5/1/2017		\$23.30	\$12.39	\$35.69
Drywall Finisher	5/1/2019		\$23.82	\$14.27	\$38.09
Electricians	6/1/2017		\$30.00	\$23.06	\$53.06
Electricians	6/1/2018		\$30.60	\$23.63	\$54.23
Electricians	6/1/2019	5/31/2020	\$31.60	\$24.37	\$55.97
Electricians	6/1/2020	5/31/2021	\$31.60	\$26.07	\$57.67
Electricians	6/1/2021		\$31.60	\$27.77	\$59.37
Elevator Constructor	1/1/2018		\$45.35	\$33.00	\$78.35
Glazier	5/1/2017		\$25.63	\$11.45	\$37.08
Glazier	5/1/2018		\$25.63	\$11.95	\$37.58

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

Project: 20-00629 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Glazier	5/1/2019		\$25.63	\$12.45	\$38.08
Glazier	5/1/2020		\$25.63	\$12.95	\$38.58
Glazier	5/1/2021		\$25.63	\$13.45	\$39.08
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Laborers (Class 01 - See notes)	5/1/2017		\$20.86	\$13.33	\$34.19
Laborers (Class 01 - See notes)	5/1/2018		\$21.31	\$13.93	\$35.24
Laborers (Class 01 - See notes)	5/1/2019	4/30/2020	\$21.76	\$14.53	\$36.29
Laborers (Class 01 - See notes)	5/1/2020		\$22.21	\$15.13	\$37.34
Laborers (Class 02 - See notes)	5/1/2017		\$22.86	\$13.33	\$36.19
Laborers (Class 02 - See notes)	5/1/2018		\$23.31	\$13.93	\$37.24
Laborers (Class 02 - See notes)	5/1/2019	4/30/2020	\$23.76	\$14.53	\$38.29
Laborers (Class 02 - See notes)	5/1/2020		\$24.21	\$15.13	\$39.34
Laborers (Class 03 - See notes)	5/1/2017		\$24.31	\$13.62	\$37.93
Laborers (Class 03 - See notes)	5/1/2018		\$24.81	\$14.22	\$39.03
Laborers (Class 03 - See notes)	5/1/2019	4/30/2020	\$25.36	\$14.82	\$40.18
Laborers (Class 03 - See notes)	5/1/2020		\$24.21	\$15.13	\$39.34
Laborers (Class 04 - See notes)	5/1/2017		\$25.81	\$13.62	\$39.43
Laborers (Class 04 - See notes)	5/1/2018		\$26.31	\$14.22	\$40.53
Laborers (Class 04 - See notes)	5/1/2019	4/30/2020	\$26.86	\$14.82	\$41.68
Laborers (Class 04 - See notes)	5/1/2020		\$24.21	\$15.13	\$39.34
Laborers (Class 05 - See notes)	5/1/2017		\$26.31	\$13.62	\$39.93
Laborers (Class 05 - See notes)	5/1/2018		\$26.81	\$14.22	\$41.03
Laborers (Class 05 - See notes)	5/1/2019	4/30/2020	\$27.36	\$14.82	\$42.18
Laborers (Class 05 - See notes)	5/1/2020		\$24.21	\$15.13	\$39.34
Laborers (Class 06 - See notes)	5/1/2017		\$22.86	\$13.33	\$36.19
Laborers (Class 06 - See notes)	5/1/2018		\$23.31	\$13.93	\$37.24
Laborers (Class 06 - See notes)	5/1/2019	4/30/2020	\$22.76	\$14.53	\$37.29
Laborers (Class 06 - See notes)	5/1/2020		\$24.21	\$15.13	\$39.34
Marble Mason	5/1/2017		\$29.27	\$15.62	\$44.89
Marble Mason	5/1/2018		\$29.88	\$16.01	\$45.89
Marble Mason	5/1/2019		\$30.46	\$16.43	\$46.89
Marble Mason	5/1/2020		\$31.02	\$16.87	\$47.89
Marble Mason	5/1/2021		\$31.55	\$17.34	\$48.89
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2018	4/30/2019	\$34.41	\$18.64	\$53.05
Millwright	5/1/2019	4/30/2020	\$35.30	\$18.90	\$54.20
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$36.78	\$27.03	\$63.81

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

Project: 20-00629 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 01 - See Notes)	5/1/2020		\$38.32	\$27.49	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$39.87	\$27.94	\$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$39.03	\$27.69	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		\$40.57	\$28.15	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$42.12	\$28.60	\$70.72
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45
Operators (Building, Class 02 - See Notes)	5/1/2019		\$36.50	\$26.94	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		\$38.05	\$27.39	\$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		\$39.59	\$27.85	\$67.44
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		\$38.75	\$27.61	\$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		\$40.30	\$28.06	\$68.36
Operators (Building, Class 02A - See Notes)	5/1/2021		\$41.84	\$28.52	\$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23	\$23.68	\$55.91
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		\$33.78	\$26.13	\$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		\$35.32	\$26.59	\$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		\$36.87	\$27.04	\$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33	\$22.12	\$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63	\$23.80	\$56.43
Operators (Building, Class 04 - See Notes)	5/1/2019		\$32.63	\$25.81	\$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		\$34.18	\$26.26	\$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		\$35.72	\$26.72	\$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.87	\$21.99	\$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		\$32.19	\$25.67	\$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		\$33.73	\$26.13	\$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		\$35.27	\$26.59	\$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		\$31.31	\$25.41	\$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		\$32.86	\$25.86	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$34.40	\$26.32	\$60.72
Operators (Building, Class 07A- See Notes)	5/1/2017		\$42.44	\$28.13	\$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		\$44.29	\$28.68	\$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		\$44.60	\$30.77	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		\$46.46	\$31.31	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		\$48.31	\$31.86	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		\$42.09	\$28.03	\$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		\$43.95	\$28.58	\$72.53

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

Project: 20-00629 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 07B- See Notes)	5/1/2019		\$44.26	\$30.66	\$74.92
Operators (Building, Class 07B- See Notes)	5/1/2020		\$46.11	\$31.21	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		\$47.96	\$31.77	\$79.73
Painters Class 1 (see notes)	5/1/2017		\$23.47	\$13.32	\$36.79
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 1 (see notes)	5/1/2019		\$24.57	\$15.22	\$39.79
Painters Class 2 (see notes)	5/1/2017		\$25.60	\$13.32	\$38.92
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 2 (see notes)	5/1/2019		\$26.70	\$15.22	\$41.92
Painters Class 3 (see notes)	5/1/2017		\$31.35	\$13.32	\$44.67
Painters Class 3 (see notes)	5/1/2018		\$31.80	\$14.37	\$46.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2016		\$48.10	\$17.37	\$65.47
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers (Use Cement Finisher Rates)	5/1/2018		\$25.88	\$20.58	\$46.46
Plasterers	5/1/2017		\$25.03	\$20.58	\$45.61
Plasterers	5/1/2019		\$26.73	\$20.63	\$47.36
Plumber/Pipefitter	5/1/2017		\$35.82	\$24.51	\$60.33
Plumber/Pipefitter	5/1/2018		\$36.87	\$25.26	\$62.13
Plumber/Pipefitter	5/1/2019		\$37.52	\$26.41	\$63.93
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Sheet Metal Workers	6/1/2016		\$33.60	\$33.43	\$67.03
Sheet Metal Workers	6/1/2017		\$33.98	\$35.40	\$69.38
Sheet Metal Workers	6/1/2018		\$34.78	\$36.45	\$71.23
Sheet Metal Workers	6/1/2019		\$36.08	\$37.65	\$73.73
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48

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

Project: 20-00629 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$26.89	\$13.86	\$40.75
Tile & Marble Finisher	5/1/2018		\$27.60	\$14.15	\$41.75
Tile & Marble Finisher	5/1/2019		\$28.29	\$14.46	\$42.75
Tile & Marble Finisher	5/1/2020		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2021		\$29.61	\$15.14	\$44.75
Tile Setter	5/1/2017		\$29.27	\$15.62	\$44.89
Tile Setter	5/1/2018		\$29.88	\$16.01	\$45.89
Tile Setter	5/1/2019		\$30.46	\$16.43	\$46.89
Tile Setter	5/1/2020		\$31.02	\$16.87	\$47.89
Tile Setter	5/1/2021		\$31.55	\$17.34	\$48.89
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 20-00629 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	5/1/2018		\$30.75	\$15.96	\$46.71
Carpenter	5/1/2019		\$31.51	\$16.55	\$48.06
Carpenter	5/1/2020		\$32.22	\$17.19	\$49.41
Carpenter	5/1/2021		\$33.12	\$17.74	\$50.86
Carpenters	5/1/2017		\$30.12	\$15.34	\$45.46
Cement Finishers	5/1/2016		\$26.40	\$22.35	\$48.75
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47

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

Project: 20-00629 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2021		\$32.77	\$25.84	\$58.61
Operators (Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Heavy, Class 01A - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Heavy, Class 01A - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Heavy, Class 01A - See Notes)	5/1/2019		\$37.60	\$27.27	\$64.87
Operators (Heavy, Class 01A - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Heavy, Class 01A - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Heavy, Class 02A - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Heavy, Class 02A - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Heavy, Class 02A - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Heavy, Class 02A - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51
Operators (Heavy, Class 02A - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.76

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

Project: 20-00629 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$42.89	\$30.27	\$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$44.74	\$30.82	\$75.56
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$46.59	\$31.37	\$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$42.54	\$30.17	\$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$44.39	\$30.72	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$46.25	\$31.26	\$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$34.47	\$26.33	\$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		\$37.56	\$25.24	\$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		\$39.10	\$25.70	\$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$36.72	\$27.01	\$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		\$39.81	\$25.92	\$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.30	\$23.98	\$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		\$32.59	\$25.79	\$58.38
Operators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		\$30.60	\$23.20	\$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		\$32.14	\$25.66	\$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	\$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$23.06	\$53.14
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$31.63	\$25.51	\$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26	\$24.87	\$61.13
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10

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

Project: 20-00629 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$34.71	\$26.39	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$37.79	\$25.30	\$63.09
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		\$35.42	\$24.59	\$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		\$36.96	\$25.05	\$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$36.96	\$27.05	\$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		\$40.04	\$25.97	\$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		\$41.58	\$26.43	\$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$41.82	\$29.95	\$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$40.41	\$29.53	\$69.94
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters Class 2 (see notes)	5/1/2018		\$26.05	\$14.37	\$40.42
Painters Class 3 (see notes)	5/1/2018		\$31.80	\$14.37	\$46.17
Painters Class 3 (see notes)	5/1/2019		\$32.45	\$15.22	\$47.67
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Piledrivers	1/1/2017		\$32.75	\$17.95	\$50.70
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	5/1/2018		\$30.75	\$15.96	\$46.71
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	5/1/2019		\$31.51	\$16.55	\$48.06
Piledrivers	5/1/2020		\$32.22	\$17.19	\$49.41
Piledrivers	5/1/2021		\$33.12	\$17.74	\$50.86
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2015		\$32.64	\$0.00	\$32.64
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39

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

Project: 20-00629 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68

DRAFT

Notes for 29 County Building Common Journeyperson Laborer

Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming & York

The following updates to the Bureau of Labor Law Compliance’s Pennsylvania Building Journeyperson Laborer Notes are meant to provide a reference point for uniformity and clarity throughout the Commonwealth. The Notes may not be comprehensive, and should be read in conformity with the custom and usage of the construction industry in the geographic region in which they are utilized.

CLASS 1

COMMON JOURNEYPELSON

1. Cleaning, scrubbing, washing and polishing floors, furniture and windows (including through the use of bonding or flying cranes); For marble, granite, and terrazzo, cleaning, scrubbing, washing, and polishing after final acceptance.
2. Demolition of interiors and removal of all debris;
3. Grading stone and dirt by hand;
4. Form pinning
5. Pouring handling, and placing of all concrete and related materials and all cure applications;
6. Sheathing, lagging, and mining;
7. Cleaning up debris;
8. Stripping, dismantling, oiling and moving of concrete forms;
9. Loading, unloading and carrying of reinforced steel;
10. Handling and distributing lumber and all other building materials, including final strip, and including materials used or installed by mechanical trades (e.g., electrician, plumber, sheet metal worker, insulator);
11. Unloading, carrying, distributing and laying of pre-cast concrete slabs and planks;
12. Wrecking, moving and demolishing underpinning and shoring of all structures;
13. Using flags and other signaling devices;
14. Performing landscaping and nursery work;
15. Serving as a Toolroom Person, hanging tools, delivering tools;
16. Cleaning precipitators;
17. Watching for fires;
18. Operating conveyors;
19. Using vacuum cleaners of all types (ride or walk-along);
20. Digging and filling holes and trenches using hand tools;
21. Driving stakes;

22. Ripping out material which is to be discarded;
23. Cleaning roof removal materials on the ground. Performs roof removal work for demolition (Roof removal work for roof replacement is performed by roofers);
24. Operating a pressure washer;
25. Unloading, stockpiling and moving materials for carpenters.
26. Operating power buggies and pumps;
27. Operating walk along compacting and vibrating equipment;
28. Operating guniting machines (including potman);
29. Operating steam jennies;
30. Using pumps of 2" and under;
31. Operating burning torches or burners for demolition;
32. Blasting or assisting with blasting;
33. Grading and building scaffolds;
34. Using or assisting with air and hydraulic wagon drills, on or off tracks;
35. Using walk-along or walk behind lifts and similar machines;
36. Serving as a drill runner or drill runner's assistant;
37. Operating a chipping hammer or similar;
38. Mixing mortar or operating a mortar mixing machine (regardless of power used, including starting and stopping);
39. Feeding grout machines and operating grout pumps;
40. Operating concrete saws;
41. Operating air tracks or assisting;
42. Laying on nonmetallic (clay, ironstone, terra cotta, vitrified concrete and plastic) pipe and the making of joints for the same within five feet outside a building, or to the first joint beyond five feet from a building;
43. Operating jackhammers or concrete busters;
44. Operating concrete drills and cutting equipment for trenches, flatwork, and wall coring of multi-use (common) holes;
45. Operating walk behind rollers and similar machines
46. Using a cutting torch for demolition work on steel or other metal structures;
47. Operating salamanders, smudge pots, propane and kerosene burners and all other heating methods;
48. Operating drills and all other pneumatic and electric hand tools for demolition;
49. Using concrete mixers, vibrators and pumps;
50. Operating walk along tamping equipment;
51. Sandblasting (filling the pot, cleaning up of sand, use of the nozzle) pumps 2" or under for demolition;
52. Using welding torches;
53. Working on swing scaffold, sling and Bosun chairs.

CLASS 2

ASBESTOS REMOVAL

Asbestos Removal. Hazardous & Toxic Waste Removal. Lead & Lead-based paint removal. All work in connection with handling, control, removal, abatement, encapsulation or disposal of

asbestos &/or toxic waste &/or lead of lead-based paint removal with be assigned to the members of the Laborers' International Union of North America not to be limited to the erection, moving, servicing & dismantling of all tools & equipment normally used in the handling, control. Removal or encapsulation of hazardous material. This agreement covers work tasks associated with any & all safety requirements & final cleanup & disposal of such hazardous material.

CLASS 3

MASON TENDERS

Mason Tenders- Mixing of Mortar, mortar pumps, caisson work, blast furnaces. Coke ovens and all related work. Erection and dismantling of all scaffolding, including tubular frame, manual and powered. Climbing scaffold, swing scaffolds, slings, bosun chairs and all associated safety protection including barricades, nets and ropes, scaffold weather enclosures; shoring; mortar buggies; concrete pumps; walk-behind forklifts; electric welders, torches, compressors, generators & the repair and maintenance of same; jackhammers, tampers, cut-off saws and other power equipment required for demolition, rotary-hammer drills, electric and pneumatic hand tools, transits, levels and lasers, tempering mortar; stocking scaffolds with masonry materials including brick, block, mortar, terra cotta, architectural pre-cast concrete, natural stone, insulation and mastic, flashing, anchors and ties, rebar, grout, Mobile lifting platform scaffolding powered by any power, mode or method; clean-up of all masonry debris.

CLASS 4

FORKLIFT LABORER

Operation of rough terrain forklifts & skid-steering loaders.

CLASS 5

MASON TENDER CRANE OPERATOR

Pioneer 9000 truck crane and self erecting portable tower crane similar to the POTAIN HDT 80

CLASS 6

PLASTERER AND DRYVIT TENDERS

1. Mixing of plaster and dryvit.
2. Plaster pumps.
3. Plaster tenders.
4. Scaffold Builders.
5. Mobile lifting platform scaffolding, by any power, mode or method.

Mixing of plaster and dryvit. Plaster pumps. Plaster tenders. Caisson work. Erection and dismantling of all scaffolding, including tubular frame, manual and powered climbing scaffold, swing scaffolds, slings, bosun chairs and all associated safety protection including barricades, nets and ropes, scaffold weather enclosures; shoring, mortar buggies; concrete pumps; walk-behind forklifts; electric welders, torches, compressors, generators & the repair and maintenance of same; jackhammers, tampers; cut-off saws and other power equipment requires for demolition; rotary-hammer drills, electric and pneumatic hand-tools; transits, levels and lasers, and the clean up of all plaster debris.

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Definition for 22 County Building Construction Operators

Tioga, Bradford, Lycoming, Sullivan, Union, Montour, Columbia, Snyder, Northumberland, Juniata, Perry, Dauphin, Cumberland, Lebanon, York, Lancaster, Adams, Schuylkill, Berks, Lehigh, Northampton, Carbon

Operators Class 1

Machines Doing Hook Work	Cableways
Any Machine Handling Machinery	Drag Lines
Cable Spinning Machines	Derricks
Helicopter	All types of Overhead Cranes
All Types of Cranes *	High Rail/Burro Crane
Rail Loader (Winch Boom Type)	

Machines Similar to above including remote control equipment

* On all machines with booms, jibs, masts and leads 100 feet from ground up, fifty (\$0.50) cents per hour additional will be paid for each increment of 25 feet over 100 feet. On cranes with booms (including jibs, masts and leads, etc.), 200 feet and over, two (2) operators shall be required, no oilers will be required, with seventy-five (\$0.75) cents in increments of 25 feet.

Tower cranes calculated from ground up and out for purpose of boom pay.

Operators Class 1a

Machines Doing Hook Work	High Rail/Burro Crane 15 Ton and Over (Factory Rating)
Machines Handling Machinery	Rail Loader, Winch Boom Type, 15 Ton and Over (Factory Rating)
All Types of Cranes 15 Ton and Over (Factory Rating)	Equipment in this wage group that does not require an oiler

Machines Similar to above including remote control equipment

Operators Class 2

Keystones	Bundle Puller Extractors (Tubular Type)
All Types of Shovels	Scrapers & Tournapulls
All Types of Backhoes	Spreaders
Trench Shovels	Tree Spade
Trenching Machines	Bulldozers & Tractors
Hoists With Two Towers	Vermeer Saw
All Pavers (Blacktop & Concrete)	Side Boom
Building Hoists (Double Drum)	Rollers (High Grade Finishing)
All Front-End Loaders	Mechanic-Welders
Tandem Scrapers	Chipper With Boom
Pippin Type Backhoes	Motor Patrols
Hydro Ax	Concrete Breaking Machines
Boat Captains	Concrete Pumps
Milling Machines	Fine Grade Machines
Batch Plant Operators (Concrete)	Grease Trucks
Bobcat Type (All Attachments)	Directional Boring Machines
All Autograde & Concrete Finishing Machines (Excluding Trowel Machines)	Production Switch Tamper
Drills, Self-Contained Rotary Drills	Ballast Regulators
Fork Lifts (20 Feet & Over)	Tie Replacer
Gradalls	Rail/Road Loader
Mucking Machines in Tunnel	Power Jack Liner

Machines Similar to above including remote control equipment

Operators Class 2a

Crawler Backhoes Over One Cubic Yard	Equipment 15 Ton and Over
--------------------------------------	---------------------------

Crawler Gradalls Over One Cubic Yard	Concrete Pumps 92 feet of Boom Length (150 yd. pour or less)
Hydraulic Backhoes Over One Cubic Yard	Equipment in this wage group that does not require an oiler

Machines Similar to above including remote control equipment

Operators Class 3

Conveyors	Second Class Drill, Self-Contained Rotary Drills
Building Hoists (Single Drum)	Fork Lift Trucks (Under 20 Feet Lift)
High or Low Pressure Boilers	Stump Grinder
Well Drillers	Miscellaneous Equipment Operator
Asphalt Plant Engineers	Tireman (For Power Equipment)
Ditch Witch Type Trenchers	
Core Drill Operator	

Machines Similar to above including remote control equipment

Operators Class 4

Welding Machines	Concrete Breaking Machines (Guillotine)
Well Points	Rollers
Compressors	Seaman Pulverizing Mixer
Pumps	Grout Pump
Heaters	Power Broom
Farm Tractors	Forced Air Propane Heater
Form Line Graders	Seeding Spreader
Road Finishing Machines	

Machines Similar to above including remote control equipment

Operators Class 5

Fireman

Machines Similar to above including remote control equipment

Operators Class 6

Oilers & Deck Hands (personnel Boats) Core Drill 2nd Class

Machines Similar to above including remote control equipment

Operators Class 7 (A) (Toxic/Hazardous Waste Removal)

Machines Doing Hook Work	Derricks
Any Machine Handling Machinery	All Types of Overhead Cranes
Cable Spinning Machines	High Rail/Burro Crane
Helicopters	Rail Loader (Winch Boom Type)
All Types of Cranes	
Cableways	
Drag Lines	

Machines Similar to above including remote control equipment

Operators Class 7 (B) (Toxic/Hazardous Waste Removal)

Keystones	Bundle Puller Extractors (Tubular Type)
All Types of Shovels	Scrapers & Tournapulls
All Types of Backhoes	Spreaders
Trench Shovels	Tree Spade
Trenching Machines	Bulldozers & Tractors
Hoists With Two Towers	Side Boom
All Pavers (Blacktop & Concrete)	Rollers (High Grade Finishing)

Building Hoists (double Drum)

Gradalls

Mucking Machines in Tunnel

All Front-End Loaders

Tandem Scrapers

Directional Boring Machines

Pippin Type Backhoes

Hydro Ax

Boat Captains

Finishing Machines (Excluding Trowel
Machines)

Power Jack Liner

Tie Replacer

Batch plant Operators (Concrete)

Drills, Self-Contained Rotary Drills

Fork Lifts (20 Feet & Over)

Vermeer Saw

Mechanic – Welders

Chipper With Boom

Motor Patrols

Concrete Breaking Machines

Milling Machines

Fine Grade Machines

Concrete Pumps

Grease Trucks

Bobcat Type (All Attachments)

Rail/Road Loader

Production Switch Tamper

Ballast Regulators

Machines Similar to above including remote control equipment

Definitions for 29 County Heavy, Highway Construction Laborers'

Adams, Berks, Bradford, Carbon, Columbia, Cumberland, Dauphin, Juniata, Lackawanna, Lancaster, Lebanon, Lehigh, Luzerne, Lycoming, Monroe, Montour, Northampton, Northumberland, Perry, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Tioga, Union, Wayne, Wyoming, & York

Laborers' Class I

Flagperson

Laborers' Class II

Hazardous/Toxic/Asbestos Waste Handler, Lead Paint handler

Laborers' Class III

Asphalt Tamper, Concrete Pitman & Puddler, Highway Guide Rail, Right of Way and Property Fence, Highway Slab Reinforcement Placer Laborer (Landscape, Planters, Seeders, Arborists), Magazine Tender, Rail Trackman & Signalmen, Laser Beam Men for Pipe Laying & Paving Machines, Pneumatic & Electric Tool Operators, Jack Hammers, Paving Breakers, Concrete Saws, Whacker Vibrator, Sheet Hammers, Chainsaws, Pipelayers, Asphalt Rake, Lute or Screed Men, Highway Concrete Block Layers, Walk Behind Rollers, Walk Behind Trencher

Laborers' Class IV

Caisson open Air Below 8', Cofferdam open Air Below 8' where excavating for Circular Caisson and Cofferdam 8' Below Natural elevation of Grade Adjacent to Starting Point, Form Setters Road, Certified Concrete Technician, Concrete Rubber, Wagon Drill, Diamond Point Drill, Guinite Nozzle Operator, Blaster

Laborers' Class V

Foreman, Form Setter, Road Foreman, Reinforced Steel Placer, Bonding Aligning and Securing, Burning and Welding in conjunction with Rebar, Concrete Surfacers

Laborers' Class VI

Outside Laborers in conjunction with Tunnels and Rock Shafts

Laborers' Class VII

Chuck Tenders, Muckers, Nippers, Miners Helpers, Inside Laborers

Laborers' Class VIII

Miners, Drillers, Blasters, Pneumatic Shield Operators, Lining, Spotting and Timber Workers, Rebar Steel Placer, Bonding Aligning and Securing, Welders and Concrete Surfacers

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Definitions for 29 County Highway Construction Operators

Tioga, Bradford, Lycoming, Sullivan, Union, Montour, Columbia, Snyder, Northumberland, Juniata, Perry, Dauphin, Cumberland, Lebanon, York, Lancaster, Adams, Schuylkill, Berks, Lehigh, Northampton, Carbon, Susquehanna, Wayne, Wyoming, Lackawanna, Pike, Luzerne, & Monroe

Operators Class 1

All Types of Cranes *	Bulldozers & Tractors
All Type of Backhoes	Log Skidder
Drag Line	Motor Patrols
Keystones	Chipper With Boom
All Types of Shovels	Mechanic Welders
Derricks	Hydro Ax
Trench Shovels	Side Boom
Trenching Machines	Tree Spade
All Pavers (Blacktop & Concrete)	Bob Cat Type (With Attachments)
Gradalls	Boring Machines Including Directional Boring Machines
All Front End Loaders Tandem Scrapers	All Autograde & Concrete Finishing Machines (Excluding Trowel Machines)
Pippin Type Backhoes	Concrete Breaking Machines
Boat Captains	High Rail/Burro Crane
Batch Plant With Mixer	Rail Loader (Winch Boom Type)
Drill Self-Contained (Drillmaster Type)	Production Switch Tamper
Milling Machine	Ballast Regulators
Vermeer Saw	Tie Replacer
Conveyor Loader (Euclid Type)	Rail/Road Loader

Power Jack Liner

Concrete Pumps

* On all machines with booms, jibs, masts and leads 100 feet and over, twenty-five (\$0.25) cents per hour additional will be paid for each increment of 25 feet over 100 feet. On machines with booms (including jibs, masts and leads, etc.), 200 feet and over, two operating engineers shall be required.

Machines Similar to above including remote control equipment

Operators Class 1a

Crawler Backhoes Over One Cubic Yard
(Factory Rating)

Cherry Picker Type Machinery and
Equipment 15 Tone and Over

Hydraulic Backhoes Over One Cubic Yard
(Factory Rating)

Single Person Operation Truck Cranes 15 Ton
and Over (Factory Rating)

All Types of Cranes 15 Ton and Over
(Factory Rating)

Equipment in this wage group that does not
require an oiler

Machines Similar to above including remote control equipment

Operators Class 2

Spreaders

Stump Grinder

Asphalt Plant Engineers

Grease Truck

Rollers (High Grade Finishing)

Fork Lifts (20 Feet & Over)

Machines Similar to above including remote control equipment

Operators Class 3

Welding Machines

Rollers

Well Points

Miscellaneous Equipment Operator

Compressors

Seaman Pulverizing Mixer

Pumps

Tireman (For Power Equipment)

Heaters	Power Broom Conveyor Landers Other Than Euclid Type
Farm Tractors	Seeding Spreader
Form Line Graders	Conveyors
Ditch Witch Type Trencher	Driller Second Class
Road Finishing Machines	Fork Lifts (Under 20 Feet)
Concrete Breaking Machines (Guillotine Type)	

Machines Similar to above including remote control equipment

Operators Class 4

Fireman

Machines Similar to above including remote control equipment

Operators Class 5

Oilers & Deck Hands (Personnel Boats)

Machines Similar to above including remote control equipment

Operators Class 6

On All machines with Booms (Including Jibs, Masts Leads, Etc.) 100 Feet

Machines Similar to above including remote control equipment

Operators Class 6a

On all machines with Booms (Including Jibs, Masts Leads, Etc.) 100 Feet 15 Ton and Over (Factory Rating)

Equipment in this wage group that does not require an oiler

Machines Similar to above including remote control equipment

Operators Class 7a (Toxic/Hazardous Waste Removal)

Pile Drivers or Engineers - Working with
Dock Builder & Pile Drivers

All Types of Cranes

All Types of Backhoes

Drag Line

Keystones

All Types of Shovels

Derricks

Trench Shovels

Trenching Machines

All Pavers (Blacktop & Concrete)

Gradalls

All Front End Loaders

Tandem Scrapers

Pippin Type Backhoes

Boat Captains

Batch Plant With Mixer

Drill Self-Contained (Drillmaster Type)

CMI Autograde

Vermeer Saw

Scrapers & Tournapulls

Chipper With Boom

Boring Machines Including

Directional Boring Machine

Conveyor Loader (Euclid Type)

Bulldozers & Tractors

Hydro Ax

Concrete pumps

Tree Spade

Motor Patrols

All Autograde & Concrete Machines
(Excluding Trowel Machines)

Mechanic Welders

Log Skidder

Concrete Breaking Machines

Side Boom

Bob Cat Type (With Attachments)

Ballast Regulators

Tie Replacer

Rail/Road Loader

Power Jack Liner

Machines Similar to above including remote control equipment

SPECIFICATIONS

FOR

**Heroes Grove Amphitheater
Phase 2**

Lower Paxton Township, PA

Lower Paxton Township
425 Prince Street
Harrisburg, PA 17109

Contact: Brad Gotshall
Manager

DRAFT



H. EDWARD BLACK
and ASSOCIATES, P.C.

Project No. 12006

H. Edward Black and Associates, Ltd.
Landscape Architects and Civil Engineers
2403 North Front Street
Harrisburg, Pennsylvania 17110
(717) 233-1026

February 20, 2020

**HEROES GROVE AMPHITHEATER
PHASE 2
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA**

HEB PROJECT NO. 12006

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NOTICE - INVITATION TO BID
HEROES GROVE AMPHITHEATER - PHASE 2
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA

Lower Paxton Township will be accepting bids for HEROES GROVE AMPHITHEATER – PHASE 2 construction in Brightbill Park, adjacent to Commons Drive in Harrisburg, PA.

The project involves improvements to the existing Heroes Grove amphitheater. Work includes a pre-fabricated stage roof and stage lighting, a small masonry storage shed, site stairs with handrail, railing, flag poles and up-lights, electrical site work, concrete paving, sign base and asphalt paving. One (1) contract shall be awarded for all sitework, however alternates will be added or base items deleted to meet budgetary requirements.

Sealed bids marked “**HEROES GROVE AMPHITHEATER - PHASE 2**” will be received until 11:00 a.m. prevailing time, **Thursday, April 16**, 2020 by Lower Paxton Township in the Administrative Offices of the Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania 17109. Bids will be publicly opened and read by the Owner immediately thereafter on this same day in Room 174 of the Municipal Center.

A Pre-Bid Conference will be held at The Friendship Center located at 5000 Commons Drive, Harrisburg, PA 17112 on **March 20**, 2020 at 11:00 am prevailing time. While not required, it is highly recommended that all contractors attend the Pre-Bid Conference in order to view existing site conditions. It is expected that all contractors submitting bids will be familiar with the project site so that no unexpected site conditions arise.

The Contract Documents may be examined and obtained at H. Edward Black and Assoc., Ltd., 2403 North Front St., Harrisburg, PA 17110 on or after **March 10**, 2020, upon payment of \$250 per set plus mailing costs, or \$50 plus mailing costs for digital copies on CD, non-refundable. Contractors shall call ahead (717-233-1026) to request documents. Checks shall be made payable to H. Edward Black and Assoc., Ltd.

Work is anticipated to be allowed to begin on or about **August 10**, 2020 with notice to proceed anticipated to be issued on or before **May 20**, 2020. The stipulated completion of all work under this contract is within 180 calendar days.

Bid security in an amount equal to not less than ten percent (10%) of the total bid is required with each bid submitted in the form of a certified check, cashier's check or treasurer's check, an irrevocable letter of credit drawn on a bank acceptable to the Owner or a bid bond with sufficient surety approved by the Owner. The bidder awarded the Contract (hereinafter “Contractor”) shall furnish a performance bond and a separate labor and materials bond, each of which shall be equal to one hundred percent (100%) and a maintenance bond which shall be equal to fifty percent (50%) of the contract price and shall cover a period of one year following substantial completion, as security for the faithful performance and maintenance of work done under this contract and as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. An irrevocable letter of credit in the aforementioned amount can be substituted for each of the bonds listed above. The bid securities submitted will be returned to all bidders when the bidder(s) awarded the contract(s) deliver(s) to the Owner the aforementioned documentation. Said security must be furnished within ten (10) days from the date of notification to the successful bidder(s) that he has been awarded the contract(s).

This project is subject to the Pennsylvania Prevailing Wage Rates.

Lower Paxton Township reserves the right to reject any or all bids or to waive any technical defects that are deemed to be in the best interest of the project. Award of the contract, if the contract is awarded, will be based upon the lowest responsible bid using the base bid plus the alternate(s), if selected, to utilize all available funding.

Lower Paxton Township

INFORMATION FOR BIDDERS

PROJECT DESCRIPTION:

This project generally consists of:

Base Bid – Improvements to the existing Heroes Grove amphitheater. The base bid includes a pre-fabricated stage roof and stage lighting, a small masonry storage shed, site stairs with handrail, flag poles and up-lights, electrical site work, concrete paving, and asphalt paving. One (1) contract shall be awarded for all sitework, however alternates will be added or base items deleted to meet budgetary requirements.

Add alternates include:

- 1) Relocate 2 existing trees
- 2) Sign base- segmental block wall with cap
- 3) Sign base narrative plaque
- 4) Railings

Sealed bids marked “**HEROES GROVE AMPHITHEATER - PHASE 2**” will be received until 11:00 a.m. prevailing time, **Thursday, April 16**, 2020 by Lower Paxton Township in the Administrative Offices of the Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania 17109. Bids will be publicly opened and read by the Owner immediately thereafter on this same day in Room 174 of the Municipal Center.

A Pre-Bid Conference will be held at The Friendship Center located at 5000 Commons Drive, Harrisburg, PA 17112 on **March 20**, 2020 at 11:00 am prevailing time. While not required, it is highly recommended that all contractors attend the Pre-Bid Conference in order to view existing site conditions. It is expected that all contractors submitting bids will be familiar with the project site so that no unexpected site conditions arise.

WORK IS ANTICIPATED TO BEGIN ON OR ABOUT **AUGUST 10, 2020 WITH NOTICE TO PROCEED ANTICIPATED TO BE ISSUED ON OR BEFORE, **MAY 20**, 2020. THE STIPULATED COMPLETION OF ALL WORK UNDER THIS CONTRACT IS WITHIN 180 CALENDAR DAYS.**

NOTE: LIQUIDATED DAMAGES WILL BE CHARGED AGAINST THE CONTRACTOR AS OUTLINED IN THE GENERAL CONDITIONS.

Each sealed envelope containing a BID must be plainly marked on the outside as **BID for HEROES GROVE AMPHITHEATER – PHASE 2**, and the envelope should bear on the outside the name of the BIDDER and BIDDER’S address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the Lower Paxton Township, Municipal Building, 425 Prince Street, Harrisburg, PA 17109.

All BIDS must be made on the enclosed BID form. All blank spaces for Unit Bid Prices must be filled in whether there is a quantity specified or not. All BIDS must be typed or neatly completed in pen. Any erasures or other changes in the BID unit prices or total price must be explained or noted over the signature of the BIDDER, and failure to do so may result in the rejection of the BID. Only one copy of the BID form must be submitted. Failure to supply all requested information may result in rejection of the BID. The proposal must be signed by an Owner, partner or, in the case of a corporation, by the president or vice-president and any other corporate officer empowered to execute contracts in the event that such officers are unable to do so.

The proposal shall be awarded as a lump sum proposal. Quantities and unit prices in the bid form shall be used as a mechanism for comparison of bids and for additions and deletions to the work during the Contract. Unit prices shall be fixed for the life of the Contract

BIDDERS shall be given permission to withdraw any proposal after it has been delivered, provided the BIDDER makes his request in writing to the Owner. All requests pertaining to withdrawal must reach the Owner no later than two (2) hours prior to the BID deadline.

The Owner shall award the CONTRACT to the lowest responsive and responsible BIDDER or shall reject all BIDS within sixty (60) days from the date of BID opening, and no BIDDER may withdraw his BID before the expiration of such sixty (60) day period; thirty (30) day extensions of the date for the award of the CONTRACT may be made by the mutual consent of the Owner and the lowest responsible BIDDER.

BIDDERS shall include their quantities in the BID schedule after examination of the site and a review of the drawings and specifications including any addenda. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the amount of WORK or of the nature of the WORK to be done. A conditional or qualified BID will not be accepted.

The CONTRACT DOCUMENTS contain the provisions related to the construction of the PROJECT. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve said CONTRACTOR from fulfilling any of the conditions of the CONTRACT.

Bid security in an amount equal to ten percent (10%) of the total bid is required with each bid submitted in the form of a certified check, cashier's check or treasurer's check, an irrevocable letter of credit drawn on a bank acceptable to the Owner or a bid bond with sufficient surety approved by the Owner. The bidder awarded the Contract (hereinafter "Contractor") shall furnish a performance bond and a separate labor and materials bond, each of which shall be equal to one hundred percent (100%) and a maintenance bond which shall be equal to fifty percent (50%) of the contract price, as security for the faithful performance and maintenance of work done under this contract and as security for the payment of all persons performing labor under this contract and furnishing materials in connection with this contract. An irrevocable letter of credit in the aforementioned amount can be substituted for each of the bonds listed above. The bid securities submitted will be returned to all bidders when the bidder(s) awarded the contract(s) deliver(s) to the Owner the aforementioned documentation. Said security must be furnished within ten (10) days from the date of notification to the successful bidder(s) that he has been awarded the contract(s).

The BID security shall be made payable to the Owner, and the full amount of said security shall be forfeited and payable as damages occasioned to the Owner if the BIDDER fails to execute the CONTRACT forms as provided or submit the required CONTRACT security or certificate of insurance.

Attorneys in fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their Power-of-Attorney.

The price must be neither directly or indirectly the result of any agreement with any other BIDDER. All BIDDERS must complete the enclosed Non-Collusion Affidavit as part of the bidding requirements.

The Owner may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject the BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the Owner that such BIDDER is properly qualified to carry out the obligations of the CONTRACT and to complete the WORK contemplated therein.

The Owner reserves the right to reject any or all bids or to waive any technical defects that are deemed to be in the best interest of the project. Award of the contract, if the contract is awarded, will be based upon the lowest responsible bid using the base bid plus the alternate(s), if selected, to utilize all available funding.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation with respect to his BID.

The CONTRACTOR is responsible to obtain all required permits.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the Owner. Samples, when requested, must be furnished at the bidder's expense and, if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested.

Whenever an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "OR APPROVED EQUAL", if not inserted therewith, shall be implied, unless the article or material is noted as having "NO SUBSTITUTE". It is understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. The term "OR APPROVED EQUAL" is defined as meaning any other product equal in material, workmanship and service and as efficient and economical in operation.

The BIDDER shall save harmless and fully indemnify the Owner and all its officers or agents from all damages, costs, or expenses that may at any time be imposed or claimed for infringement of any patent right of any person, association, or corporation as a result of the use by the Owner or any of its officers, agents, or employees of articles supplied under this CONTRACT and of which the CONTRACTOR is not the patentee, assignee, or licensee.

Each BIDDER shall be responsible for knowledge of and compliance with all laws requiring the payment of taxes. Each BIDDER should consult counsel with respect to the applicability of all taxes.

TAX REFUNDS: Certain tax advantages may result with respect to this CONTRACT and related matters. The successful BIDDER shall agree to cooperate fully so that the Owner can benefit from all tax relief available. Said cooperation shall include, but not be limited to, making available to the Owner, or its designated agent, all necessary records and documents; executing forms; and requiring, by appropriate CONTRACTUAL commitment SUBCONTRACTORS, if any, to similarly cooperate with the Owner. The BIDDER shall satisfy its responsibilities under this provision before being entitled to final payment.

In any contract for the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the BIDDER shall comply with the requirements of the Steel Products Procurement Act, Act of March 3, 1978, P.L. 6, 73 P.S. § 1881-1887. That is, if any steel products are to be used or supplied in performance of any such public works CONTRACT, only steel products manufactured in the United States, including cast iron products, shall be used or supplied in the performance of this CONTRACT or any SUBCONTRACT hereunder. The only exception to this requirement is if the Owner, in writing, determines that steel products as herein defined are not produced in the United States in sufficient quantities to meet the requirements of the CONTRACT.

A Contractor may be considered non-responsible if he has not previously demonstrated his capability to carry out the work specified herein in a professional and workman like manner normally accepted in the construction industry.

No contract may be assigned, sublet to or transferred without written consent of the Owner.

Bidders should refer to provisions of federal and state statutes, rules and regulations dealing with the prevention of environmental pollution and preservation of public, natural resources that affect the project, said provisions being submitted as part of the specifications pursuant to Act 247 of the General Assembly of the Commonwealth of Pennsylvania approved October 26, 1972.

The Owner, in accordance with Title VI of the U.S. Civil Rights Act of 1964 and Parts 21 and 23 of 49 C.F.R., notifies all bidders that it will affirmatively insure that DBE will be afforded full opportunity to submit bids in response to this invitation and that no person will be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

THIS PROJECT IS SUBJECT TO THE PENNSYLVANIA PREVAILING WAGE RATES.

In the hiring of employees and performance of work under this CONTRACT or any SUBCONTRACT hereunder, no CONTRACTOR, SUBCONTRACTOR or any person acting on behalf of said CONTRACTOR or SUBCONTRACTOR shall by reason of race, color, religion, gender, sexual preference/orientation, national origin, citizenship, age or physical/mental disability discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No CONTRACTOR or SUBCONTRACTOR or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this CONTRACT on account of race, color, religion, gender, sexual preference/orientation, national origin, citizenship, age or physical/mental disability.

**HEROES GROVE AMPHITHEATER
PHASE 2
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA**

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____.* To **LOWER PAXTON TOWNSHIP** (hereinafter called "OWNER"). In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of **HEROES GROVE AMPHITHEATER – PHASE 2** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the attached unit prices.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER here agrees to commence WORK under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the PROJECT within **180** consecutive calendar days thereafter. Any work which remains uncompleted after the completion time stipulated above is subject to **liquidated damages** as outlined in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the lump sum bid of _____, (\$ _____), said lump sum shall be the total of the unit prices in the Bid Form. Unit prices shall be used for both additions and deletions to the Contract.

NOTE: Bidders shall include sales tax and all other applicable taxes and fees.

(Individual Bidder)

Witness:

_____ (SEAL)
(Signature of Individual)

Address:

Telephone No. ()
Trading and Doing Business as:

(OR IF Partnership Bidder)*

(Name of Partnership)

Address:

Telephone No. ()

Witness:

(SEAL)

By: _____
(Signature of Partner)

***If a partnership is BIDDER, all partners must execute bid.**

(OR IF Corporation Bidder)

(Name of Corporation)

Address:

Telephone No. ()

ATTEST:

(Assistant) Secretary

By: _____
(Vice) President

(CORPORATE SEAL)

For (if appropriate)

Witness:

(Name of Corporation)

*By: _____
Authorized Representative

***Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.**

Address of Corporation:

License Number:

(if applicable)

Date: _____



BID FORM A
HEROES GROVE AMPHITHEATER - PHASE 2
 PROPOSAL OF _____
 DATE _____

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
----------	-------------	----------	------	------------	----------------

BASE BID

Site Preparation & E&S Controls

101	Survey and Layout		LS		\$
102	Mobilization		LS		\$
103	12" Filter Sock		LF		\$
104	18" Filter Sock		LF		\$
105	Rock Construction Entrance		EA		\$
106	Steep Slope Protection		SY		\$
107	Maintain and remove E&S Controls		LS		\$
108	Clear and Grub		SF		\$
109	Demolition (Including Concrete Pad & Pavers)		LS		\$

Grading

110	Strip / stockpile topsoil		CY		\$
111	Site grading		CY		\$
112	Spread Topsoil and Fine Grade		SF		\$

Utilities

113	Roof Drain Connection to Trench Drain (4" SDR 35 pipe)		LS		\$
114	20 amp, 4 plug exterior GFCI receptacle with watertight lockable cover on roof posts		EA		\$
116	Stage Lighting (Complete--including controls, remote console receptacle, & WiFi Transmitter)		LS		\$
117	Flag Pole Lighting (including wiring)		EA		\$
118	Conduit for future electric service		EA		\$

Furnishings

119	Bollard		EA		\$
120	Flag Poles		EA		\$



BID FORM A
HEROES GROVE AMPHITHEATER - PHASE 2
 PROPOSAL OF _____
 DATE _____

Item No.	Description	Quantity	Unit	Unit Price	Extended Total
Paving					
121	Asphalt Paving		SY		\$
122	Concrete Walk		SF		\$
123	Stairs (including railing)		LS		\$
124	Heavy Duty Concrete Paving		SF		\$
125	Replace disturbed / damaged pavers (including engraved pavers)		LS		\$
Landscaping					
126	Trees		EA		\$
127	Seeding - Lawn		SF		\$
Structures					
128	Prefabricated Ampitheater Roof		LS		\$
129	Storage Building		EA		\$
Total Base Bid					\$

ADD ALTERNATES

1	Relocate 2 Existing Trees		LS		\$
2	Sign Base - Segmental Block Wall with Cap		SFF		\$
3	Sign Base Narrative Plaque		LS		\$
4	Railing along walkways		LF		\$
Total ADD Alternates					\$

Note: Total costs shall be all inclusive for the project, and shall include all items indicated on plans and in specifications, which may or may not be included in the bid form.

**HEROES GROVE AMPHITHEATER
PHASE 2
LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PA**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as PRINCIPAL,
and _____ as SURETY, are
hereby held and firmly bound unto **LOWER PAXTON TOWNSHIP** as OWNER in the penal sum of
_____ (\$_____) for
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this ____ day of _____, 20____. The Condition of the above obligation is such that
whereas the PRINCIPAL has submitted to _____ a
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of agreement included in the CONTRACT DOCUMENTS (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY

and its BOND shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID, and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Individual Principal)

WITNESS:

(Signature of Individual) (SEAL)

Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

WITNESS:

_____ BY _____ (SEAL)
Partner

_____ BY _____ (SEAL)
Partner

**(TO BE COMPLETED AFTER AWARD)
(By Bonding Company)**

I. CONTRACT BOND*

KNOW ALL MEN BY THESE PRESENTS, That, we, the undersigned, _____
_____. As Principal, and _____
_____, a corporation organized and
existing under the laws of the State of _____, as
surety, are held and firmly bound unto the _____
_____ (hereinafter Owner) as hereinafter set forth, in the full and just several sums of:

(a) _____
(One hundred percent (100%) of the amount of the contract)

_____ Dollars (\$) _____), for faithful **PERFORMANCE** of the Contract as designated hereinafter, in Paragraph "A"; and

b) _____
(One hundred percent (100%) of the amount of the contract)

_____ Dollars (\$) _____), for payment of **LABOR AND MATERIALS** as designated hereinafter, in Paragraph "B"; and

(c) _____
(Fifty percent (50%) of the amount of the contract)

_____ Dollars (\$) _____), for **MAINTENANCE** as designated hereinafter, in Paragraph "C";

lawful money of the United States of America, to be paid to the said Owner, or its agents, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this _____ day of _____, 20__.

WHEREAS, the above bounden Principal has entered into a Contract with the said Owner, dated the _____ day of _____, 20__, for _____

upon certain terms and conditions in said Contract more particularly mentioned; and;

*Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

WHEREAS, it is one of the conditions of the award of the Owner that these presents be executed.

NOW, THEREFORE, the joint and several conditions of this obligation are such:

- A. That is the above bounden principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said Contract and all relating documents thereto and made a part of said contract, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were set forth herein, and shall indemnify and save harmless the said Owner and all of its officers, agents and employees from any expenses incurred through the failure of said Contractor to complete the work as specified and for any damages growing out of the manner of performance of said Contract by said Contractor or his subcontractors, or his or their agents or servants, including patent, trademark and copyright infringements, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect, as though it was provided for and in compliance with the Act No. 385 of the 1967 Session of the Legislature.
- B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and become component parts of the work or improvement contemplated, and also including public utility services, and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect, as though it were provided for and in compliance with the Act No. 385 of the 1967 Session of the Pennsylvania Legislature.
- C. That if the above bounden Principal shall remedy without cost to the said Owner any defects which may develop during a period of twelve (12) months from the date of completion and acceptance of the work performed under said contract, provided such defects, in the judgment of the Owner or its successor having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of an extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alterations, extension or forbearance being hereby waived.

The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-person, co-partner, association or corporation who, whether as subcontractor or otherwise has furnished material or supplied or performed labor in prosecution of the work as above provided and who has not been paid therefor, within 90 days after the day on which any such claimant performed that last of such labor or furnished the last of the materials for which he claims payment may sue in assumpsit on this bond in his own name and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it and have execution on the judgment; provided, however, that the Owner shall not be liable for the payment of any costs or expense of any such suit.

Recovery by any person, co-partnership, association or corporation who, whether as subcontractor otherwise, has furnished material or supplied or performed labor in prosecution of the work as above provided and has not been paid therefor, within 90 days after the day on which any such claimant performed the last of such labor or furnished the last of the materials for which he claims payment may sue in assumpsit on this bond in his own name and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it and have execution on the judgment provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

The right of a claimant who is a subcontractor of a subcontractor of the Principal who has no contractual relationship express or implied, with the Principal may bring an action on this bond, as herein provided, only if he has given written notice in accordance with Act 385 of the 1967 Session of the Pennsylvania Legislature to the Principal within 90 days from the date on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished.

Recovery by any person, co-partnership, association or corporation hereunder shall be subject to the provisions of the Act No. 385 of the 1967 Session of the Pennsylvania Legislature to the same extent as if said provisions were fully incorporated in the bond.

It is further agreed that in accordance with Section 6 Act No. 385 of 1967 Session of the Pennsylvania Legislature, that the Owner shall supply a certified copy of his Bond and the Contract set forth above, to any person filing an affidavit that he has a claim hereunder, is a defendant on a claim hereunder, or is the surety, upon payment of a certification fee to the Owner. Any action commenced on or arising from this Bond shall not be a bar to any subsequent actions that may arise as a result of the Contract set forth above, or otherwise.

DRAFT

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year first above written.

Witness:

_____ BY _____ (SEAL)
(Principal-Individual)

_____ BY _____
(Attorney-in-fact)
_____ BY _____
(Principal-Partnership)

Witness:

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (Surety)
_____ By _____
(Attorney-in-fact)

Attest:

_____ By _____
(Principal-Corporation)
_____ (Secretary)
_____ By _____
(President)

(CORPORATE SEAL)

Attest:

_____ By _____
(Surety) (Attorney-in-fact)

NON-COLLUSION AFFIDAVIT

Project _____:

State of _____:

County of _____:

The undersigned deponent, deposes and says that he is the _____ of the bidder; that he is authorized to make this statement on behalf of the bidder and he hereby certifies on behalf of the bidder that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- (6) The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid on this project, or agreeing to do so, on this project.
- (7) I have made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the Statement.
- (8) No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

(9) It is understood that if any incidents resulting in conviction or being found liable are set forth in (10) below, the Pennsylvania Anti-Bid rigging Act, 73 P.s. 1611 et seq. provides that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a governmental agency under rules and regulations of that agency (language omitted).

(10) _____, its affiliates, subsidiaries, officers,
(Name of Bidder)

Directors and employees are not aware that they are currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I hereby state that _____
(Bidder)

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

(Bidder)

By: _____

Sworn to and subscribed before me the undersigned notary public this

_____ day of _____, 20_____

(Notary Public)

My commission Expires: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Disadvantaged Business Enterprise & Small Business Concern Involvement

The Commonwealth of Pennsylvania is committed to providing opportunities for Disadvantaged Business Enterprises and small business concerns to compete for work. Small business concerns are those entities seeking to participate in Commonwealth contracts that meet the definition of a small business concern set forth in Section 3 of the Small Business Act and Small Business regulations implementing it at 13 C.F.R. Part 21. Contractors are encouraged to involve Disadvantaged Business Enterprises and small business concerns in the required work and to submit documentation of any such involvement in the proposal/project.

DRAFT



**WORK SHEET
REQUIRED AMOUNT PERFORMED BY CONTRACTOR**

1. OTCP = Original Total Contract Price shown in Total block at end of Schedule of Prices.
2. SI = Specialty Items total amount when indicated in the special provisions of the proposal. If none listed, use zero dollars in computation.
3. DBEC = Amount of Agreement indicated on Attachment A (Form EO-300). Total the amounts of all Attachment A's, and insert in block below.

DBEC (Total) =

4. Maximum Amount of DBE cost allowed as deduction.

OTCP = _____

SI = _____

Max. = 40% (OTCP - SI) =

5. Minimum Amount Performed by Contractor.

OTCP = _____

SI = _____

A = (lesser Amount of 3 or 4 above) = _____

Min. = 50% (OTCP - SI - A) =

NOTE: If no values are entered on this form, then the right to perform less than 50% of the original total contract price is waived.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The GRANTEE agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the GRANT AGREEMENT or any subgrant agreement, contract, or subcontract, the GRANTEE, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the GRANTEE shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The GRANTEE, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The GRANTEE, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The GRANTEE, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The GRANTEE, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the DEPARTMENT and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of the grant, the GRANTEE shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the GRANTEE has fewer than five employees, or if all its employees are from the same family, or if it has completed the STD-21 form within the past 12 months, it may, within 15 days after award of the grant, request an exemption from the STD-21 form from the DEPARTMENT.
6. The GRANTEE, any subgrantee, contractor or any subcontractor shall include this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Commonwealth may cancel or terminate the GRANT AGREEMENT and all money due or to become due under the GRANT AGREEMENT may be forfeited for a violation of this Nondiscrimination/Sexual Harassment Clause. In addition, the DEPARTMENT may proceed with debarment or suspension and may place the GRANTEE, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 amended (9/1/10)

LEGEND

490	PROPOSED MAJOR CONTOUR
492	PROPOSED MINOR CONTOUR
---	PROPOSED EDGE OF PAVING/GRAVEL
---	PROPOSED SIDEWALK
x 429.90	PROPOSED SPOT ELEVATION
---	PROPOSED LEVEL TURNING AREAS

- ELECTRICAL NOTES:**
- ALL ELECTRICAL WORK SHALL BE DESIGN - BUILD BY CONTRACTOR IN CONFORMANCE WITH APPLICABLE CODES AND PPL STANDARDS. CONTRACTOR SHALL SUBMIT PLANS FOR APPROVAL BY OWNER.
 - PROVIDE 4 - EXTERIOR 20 AMP 4 PLUG GFCI RECEPTACLES, WITH WATERTIGHT LOCKABLE COVER, ON ROOF POSTS, WHERE NOTED ON PLAN. INSTALL AT 3 INCH HEIGHT (3 INCH CLEARANCE FROM SURFACE).
 - ALL ELECTRIC WIRING SHALL BE UNDERGROUND AND INSIDE ROOF POSTS & JOISTS.
 - PROPOSED 2" ELECTRIC CONDUIT SHALL BE INSTALLED WITH A MINIMUM OF 3 FEET OF COVER. INSTALL PULL ROPE IN CONDUIT, TURN TO SURFACE AND CAP FLUSH WITH ADJACENT GRADE AT TOP OF STAIRS. INSTALL METALLIC WARNING TAPE ABOVE CONDUIT.

- FLAG POLE LIGHT NOTES:**
- FLAG POLE LIGHTS SHALL BE KICHLER 15268AZ WELL LIGHTS WITH 13-WATT LED DIMMABLE LAMPS OR APPROVED EQUAL. NEW FLAG POLE LIGHTS TO BE CONNECTED TO EXISTING PHOTOCELL. INSTALL WELL LIGHTS BESIDE FLAGPOLES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
 - CONTINUATION OF FLAGPOLE LIGHTING SHALL CONNECT AT EXISTING CONDUIT LOCATED ADJACENT TO EXISTING FLAGPOLE.

- FLAGPOLE NOTES:**
- FLAGPOLE FOUNDATIONS SHALL BE DRILLED WITH NO EARTH DISTURBANCE.
 - SEE FLAGPOLE DETAIL.

- ROOF DRAIN NOTES:**
- PROVIDE 5" K-STYLE GUTTERS AS SHOWN ON ROOF PLANS AND 2"x4" DOWN SPOUT.
 - PROVIDE CONNECTION FROM DOWNSPOUT TO EXISTING TRENCH DRAIN - 4" SDR35 STORM PIPE @ MINIMUM 1.0% SLOPE - SEAL WITH NON-SHRINK GROUT.

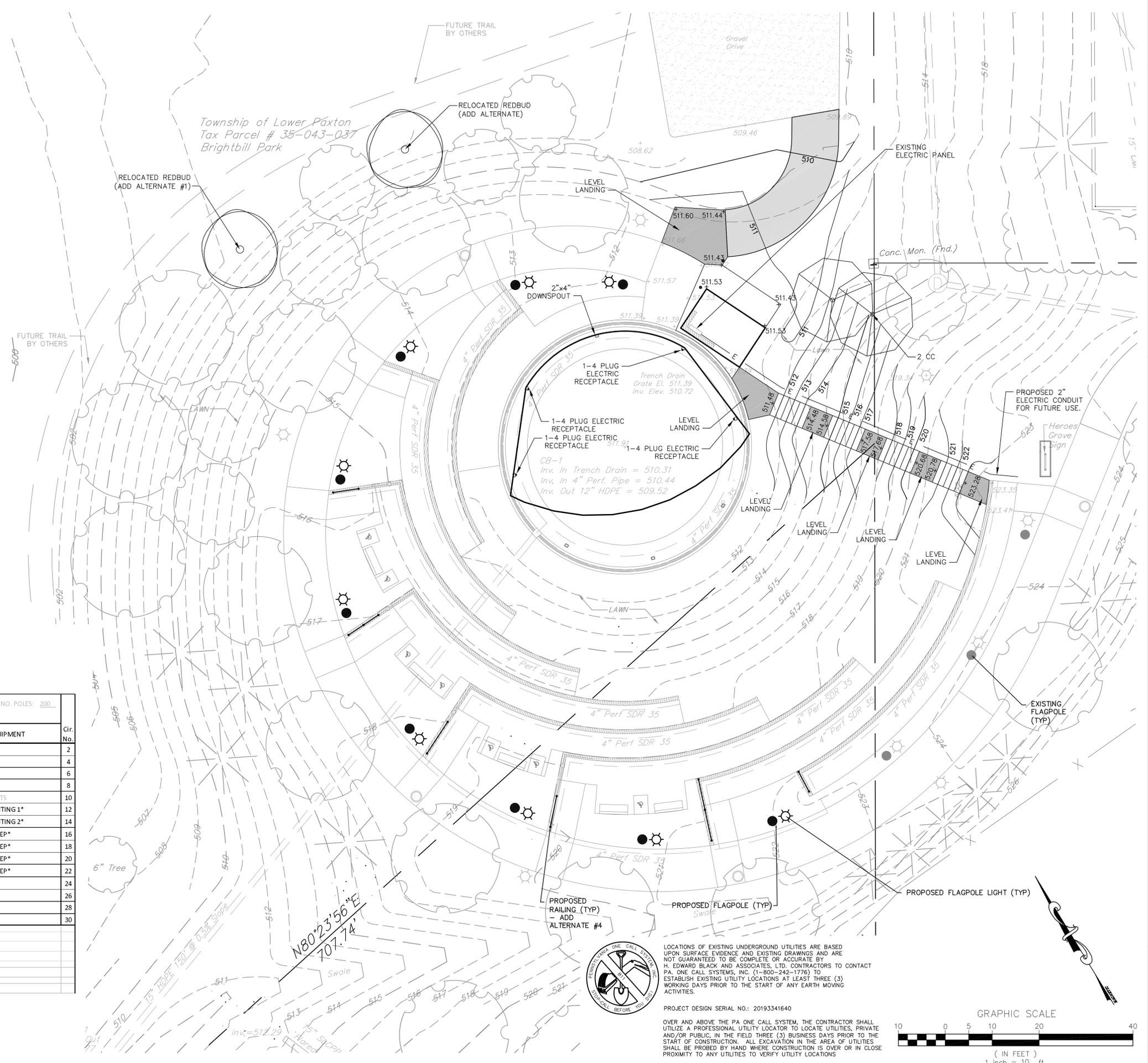
- NOTES:**
- PAVERS AND PAVER AREA DAMAGE DURING CONSTRUCTION SHALL BE REPAIRED IN ACCORDANCE WITH PAVER AREA REPAIR DETAIL.
 - CONCRETE REMOVED FOR UTILITY INSTALLATION SHALL BE REPLACED IN KIND - SEE SIDEWALK DETAIL.
 - LEVEL LANDINGS SHALL HAVE MAXIMUM SLOPE OF 2.0% IN ALL DIRECTIONS.

PANEL: P1 VOLTAGE: 240/120 PHASE: 1 NO. WIRE: 3 MOUNTED: 200 AMP BUS & LUG: 30 MIN NO. POLES: 200 AMP MAIN BREAKER --- MLO

Cir. No.	EQUIPMENT	BREAKER	FEEDER	FEEDER	BREAKER	EQUIPMENT	Cir. No.
1	LIGHTS - PARKING, WALKWAY	20A-1P	2#12 W/G	2#12 W/G	20A-1P	GFCI RECP	2
3	LIGHTS - AMPITHEATER	20A-1P	2#12 W/G	2#12 W/G	20A-1P	GFCI RECP	4
5	30A RECP.	30A-2P	3#10 W/G	2#12 W/G	20A-1P	GFCI RECP	6
7	50A RECP	50A-2P	3#8 W/G	2#12 W/G	20A-1P	GFCI RECP	8
9	50A RECP	50A-2P	3#8 W/G	2#12 W/G	20A-1P	FLAG POLE LIGHTS	10
11	GFCI RECP	20A-1P	2#12 W/G	2#12 W/G	20A-1P	PLATFORM LIGHTING 1*	12
13	GFCI RECP	20A-1P	2#12 W/G	2#12 W/G	20A-1P	PLATFORM LIGHTING 2*	14
15	GFCI RECP	20A-1P	2#12 W/G	2#12 W/G	20A-1P	STAGE GFCI RECP*	16
17	GFCI RECP	20A-1P	2#12 W/G	2#12 W/G	20A-1P	STAGE GFCI RECP*	18
19	GFCI RECP	20A-1P	2#12 W/G	2#12 W/G	20A-1P	STAGE GFCI RECP*	20
21	TIME CLOCK	20A-1P	2#12 W/G	2#12 W/G	20A-1P	STAGE GFCI RECP*	22
23	BUSSED SPACE					BUSSED SPACE	24
25	BUSSED SPACE					BUSSED SPACE	26
27	BUSSED SPACE					BUSSED SPACE	28
29	BUSSED SPACE					BUSSED SPACE	30

LEGEND:
 EXISTING EQUIPMENT
 PROPOSED EQUIPMENT
 * CURRENTLY SPARE 20A BREAKER

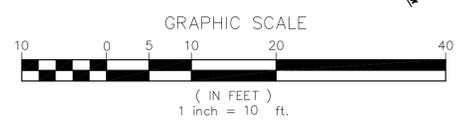
NOTE: 1. ALL ELECTRICAL WORK IS DESIGN BUILD BY CONTRACTOR



LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE BASED UPON SURFACE EVIDENCE AND EXISTING DRAWINGS AND ARE NOT GUARANTEED TO BE COMPLETE OR ACCURATE BY H. EDWARD BLACK AND ASSOCIATES, LTD. CONTRACTORS TO CONTACT PA ONE CALL SYSTEMS, INC. (1-800-242-1776) TO ESTABLISH EXISTING UTILITY LOCATIONS AT LEAST THREE (3) WORKING DAYS PRIOR TO THE START OF ANY EARTH MOVING ACTIVITIES.

PROJECT DESIGN SERIAL NO.: 20193341640

OVER AND ABOVE THE PA ONE CALL SYSTEM, THE CONTRACTOR SHALL UTILIZE A PROFESSIONAL UTILITY LOCATOR TO LOCATE UTILITIES, PRIVATE AND/OR PUBLIC, IN THE FIELD THREE (3) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. ALL EXCAVATION IN THE AREA OF UTILITIES SHALL BE PROBED BY HAND WHERE CONSTRUCTION IS OVER OR IN CLOSE PROXIMITY TO ANY UTILITIES TO VERIFY UTILITY LOCATIONS



THIS DRAWING IS AND SHALL REMAIN THE PROPERTY OF H. EDWARD BLACK AND ASSOCIATES, LTD. ANY REUSE ON PROJECT EXTENSIONS OR ANY OTHER PROJECT, OR ALTERATIONS OR ADDITIONS TO THIS PROJECT SHALL BE AT USER'S SOLE RISK AND WITHOUT LIABILITY TO H. EDWARD BLACK AND ASSOCIATES, LTD.

DATE	02-20-20
BY	EIS
PLAN	CONNECTIONS TO COVER & PLAN
REV	DESCRIPTION

COMPREHENSIVE LAND AND SITE PLANNING
 LANDSCAPE ARCHITECTURE
 ENGINEERING

H. EDWARD BLACK and ASSOCIATES, Ltd.
 2403 North Front Street • Harrisburg, Pennsylvania 17110 • Telephone (717) 233-1026 • FAX (717) 233-2192

CONSTRUCTION PLAN	EIS
HEROES GROVE AMPHITHEATER - PHASE 2	CHH
LOCATION: COMMONS DRIVE LOWER PAXTON TOWNSHIP DAUPHIN COUNTY PENNSYLVANIA	DATE: 01-22-20
GRADING/UTILITY/LANDSCAPE PLAN	SCALE: 1" = 10'
JOB NUMBER: 12006.011	SHEET: 4 OF 10

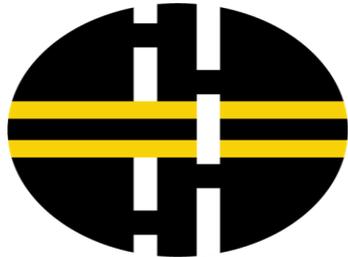
W:\PROJECTS\12006 Heroes Grove Phase 1\Draws\Construction Phase 2\12006.01-CD-PH2-Base.dwg 2/21/2020 9:53:06 AM EST

HRG

Herbert, Rowland & Grubic, Inc.
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

[BUILDING RELATIONSHIPS.
DESIGNING SOLUTIONS.]



RoadBotics

HRG is a RoadBotics Enterprise Partner

- ❑ HRG is a full-service consulting engineering firm specializing in Municipal Engineering
- ❑ RoadBotics is an artificial intelligence company
- ❑ Together, HRG & RoadBotics utilize smart phone cameras to collect video data of roads
- ❑ The video data is automatically chopped into singular images at 10-foot intervals
- ❑ Artificial intelligence analyzes the images of the road to identify damage patterns
- ❑ Automatically assigns 1-5 rating
- ❑ RoadBotics performs Quality checks
- ❑ HRG analyzes the video data/ratings and collaborates with Township staff to assign roadway treatments and estimated costs

PROBLEMS WITH CURRENT METHODS

- Subjective
- Time-Consuming
- Dangerous
- Expensive
- Infrequent Data
- Labor Intensive



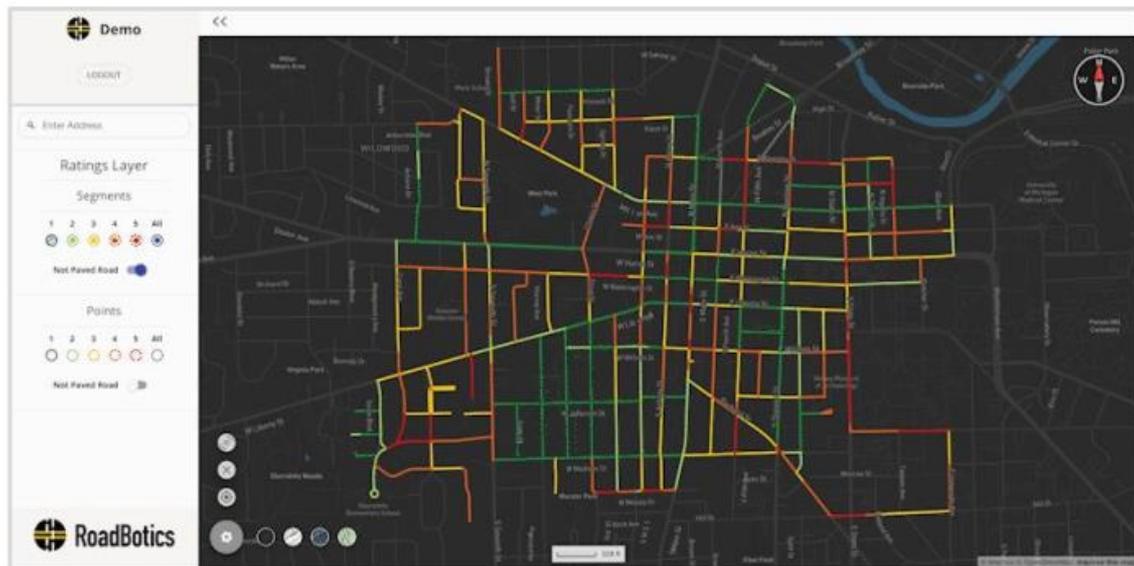
VISUAL
INSPECTION



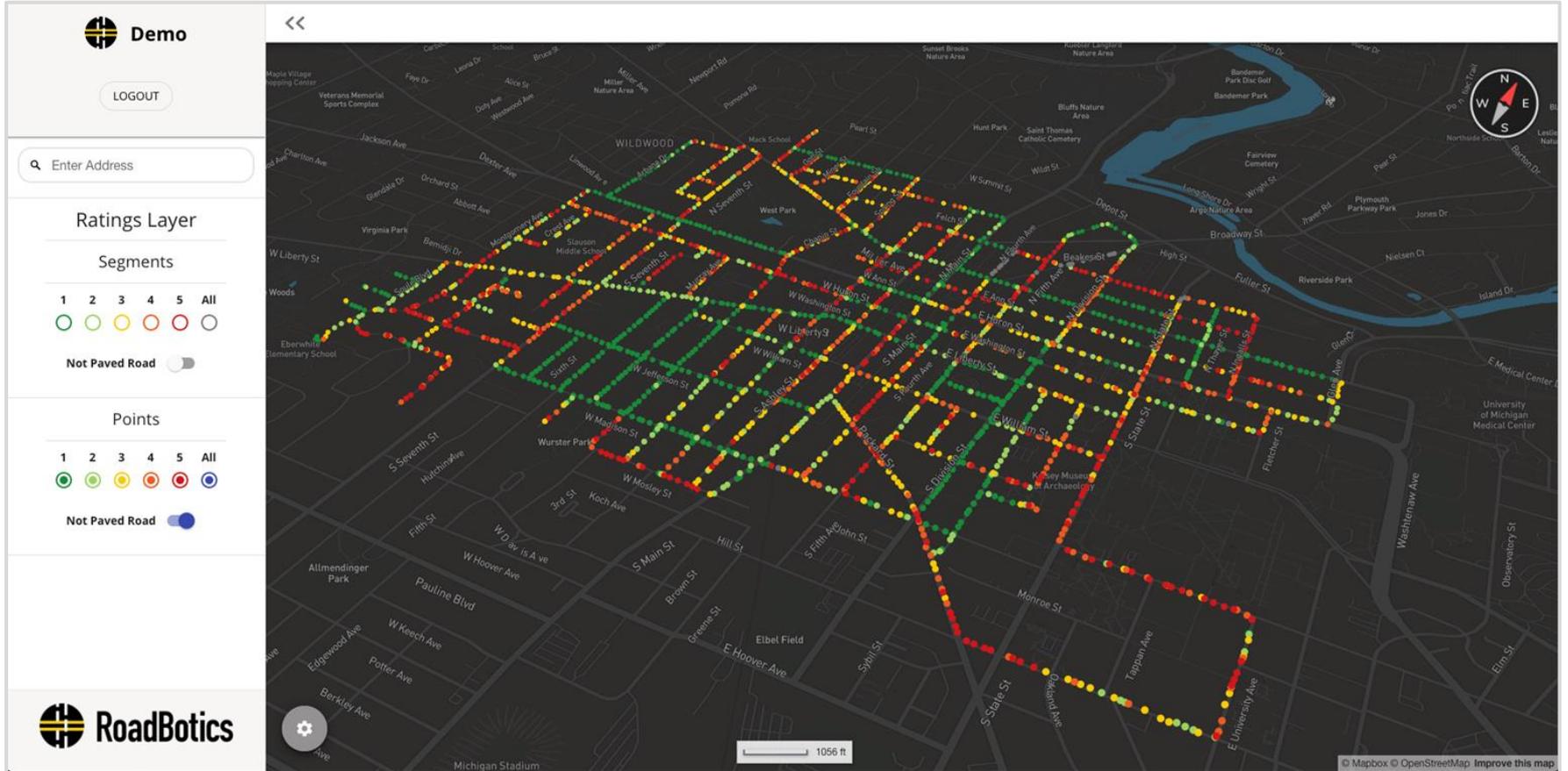
SENSOR VANS

ROADBOTICS SOLUTION

- Objective
- Time Saving
- Affordable
- Convenient
- Automated
- Point Data
- Segment Data



ROADBOTICS POINT DATA



ROADBOTICS SEGMENT DATA

The screenshot displays the RoadBotics web application interface. The main map area shows a grid of streets in Detroit, Michigan, with road segments highlighted in various colors (green, yellow, orange, red) representing different data categories. The interface includes several control panels:

- Top Left:** A "Demo" logo and a "LOGOUT" button.
- Search:** A search bar with the placeholder text "Enter Address".
- Ratings Layer:** A section for filtering data by rating, with "Segments" selected. It features a legend with five colored circles (1-5) and an "All" option, and a "Not Paved Road" toggle switch.
- Points:** A section for filtering data by point type, also featuring a legend with five colored circles (1-5) and an "All" option, and a "Not Paved Road" toggle switch.
- Bottom Left:** A "RoadBotics" logo and a settings gear icon.
- Map Area:** A detailed street map with a compass rose in the top right and a scale bar (528 ft) at the bottom center. The map shows various streets such as W Lumber St, W Huron St, and W Washington St.

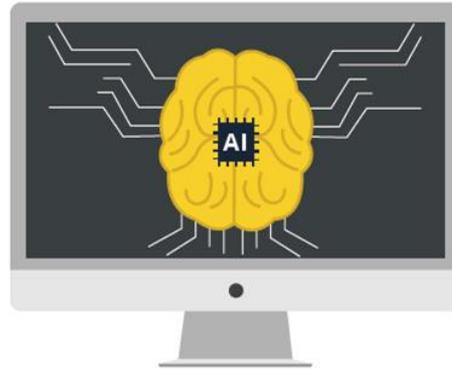
DATA COLLECTION PROCESS

STEP 1



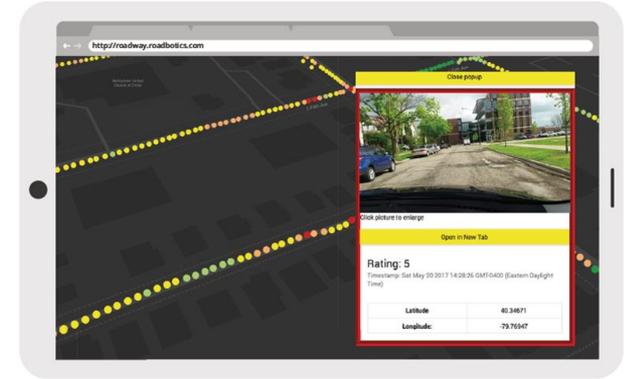
Data Collection via
Smartphones & Standard
Passenger Vehicle

STEP 2



Deep Learning Analyzes the
Data & Automatically
Generates the Assessment

STEP 3



The Assessment is delivered to
HRG and Borough via RoadWay
view as well as Shapefile, CSV,
and GeoJSON

FROM IMAGES TO CONDITION RATINGS



Level 1

Level 2

Level 3

Level 4



Level 5

ROADBOTICS RATINGS



LEVEL 1 - No or very minor surface damage



LEVEL 2 - Minor surface damage, no critical issues



LEVEL 3 - Appearance of pervasive surface distresses



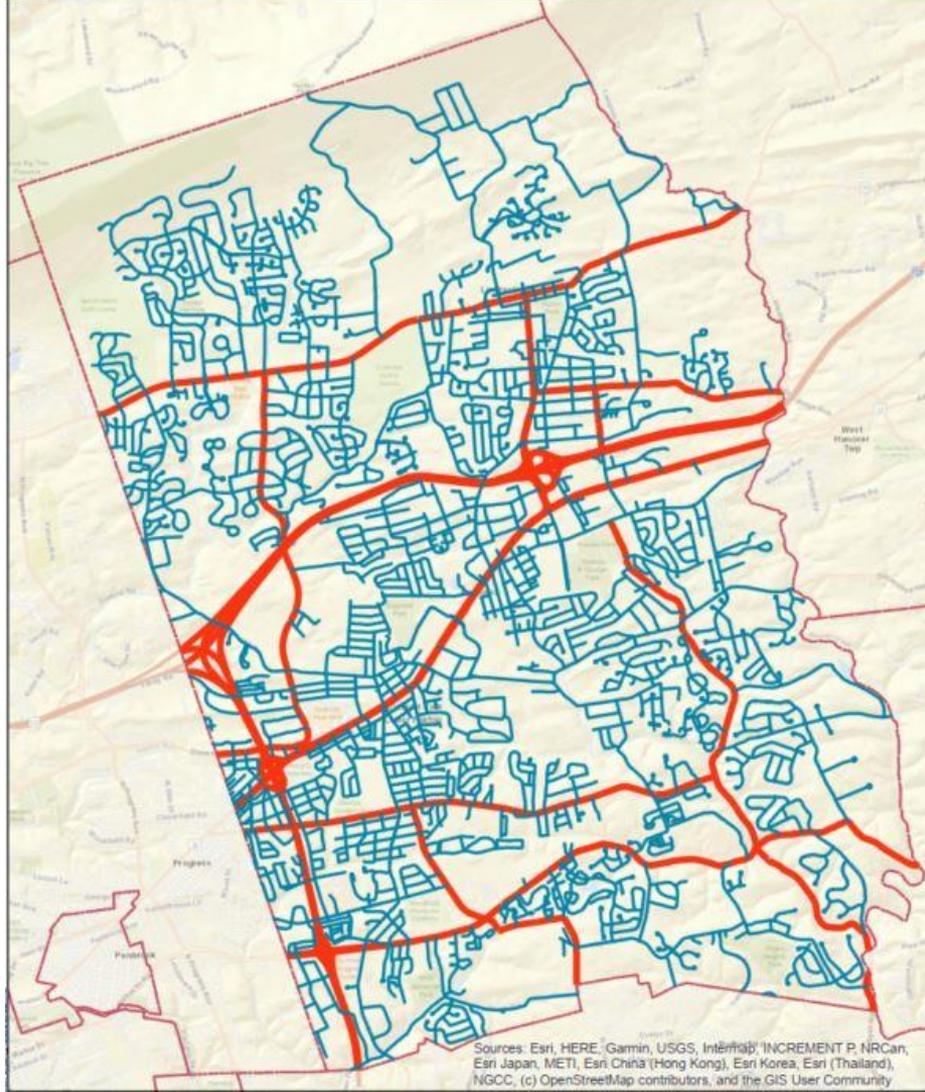
LEVEL 4 - Significant damage/emerging critical failures



LEVEL 5 - Major surface damage/critical surface failures

WHY IS THIS PRODUCT BENEFICIAL?

- ❑ Provide objective, efficient, cost-effective, and actionable data
- ❑ Lower cost allows for more frequent data collection, which enhances the effectiveness of both short terms maintenance decisions and long-term pavement management planning
- ❑ Municipalities encounter a lot of challenges whether budgetary or otherwise with Pavement Management, and better, faster and more up-to-date data is the best way to improve **Asset Management**



Township's roadway network contains 266 centerline miles - excluding private and state-owned roadways

WHY WAS THE TECHNOLOGY DEVELOPED?

“...you want to make sure you’re spending money where you need to spend it. It’s very important we are not wasting our resources, so there's a lot of time and money invested on our end for managing the data we’re putting together. We have to trust the data that were using, and we do trust it.”

-Bob Howland, Streets & Fleet Manager for Cranberry Township, PA

WHAT MUNICIPALITIES LOVE ABOUT THE TECHNOLOGY

Image Data

"When I get a call about a road issue, I can quickly open the map, pull up an image along with the overall condition of the road - this provides context when resolving citizen complaints."

City Engineer
Cumberland, MD

Communication

"This (RoadBotics) helped our ward leaders look at road conditions from a township-wide perspective. They understood why we made certain pavement decisions."

Planning Director
North Huntingdon, PA

Prevention

"We want to move towards a more thorough preventative maintenance program with RoadBotics. Collecting that data over time will help us get out in front of things."

Public Works Director
Macomb, IL

ROADWAY CAPITAL IMPROVEMENT PLAN (CIP) DEVELOPMENT

The data can be used to produce a Roadway Capital Improvement Plan (CIP) consisting of a Report, Network Summary and Work Plan. This plan and supporting documents can be tailored the Township’s funding commitment to roadway project(s) and prioritization based on conditions and local priorities. Example below illustrates the Network Summary developed as part of a traditional plan.

Network Summary								
Route Name	Section		Rating	Treatment	Roadway Characteristics			Cost Estimate
	From	To			Length (FT)	Width (FT)	Area (SY)	
A Street	I Street	J Street	2	Preventive Maintenance	390	18	780	\$ 800
B Street	K Street	L Street	3	Minor Rehabilitation	420	26	1,213	\$ 19,400
C Street	M Street	N Street	1	Do Nothing	370	20	822	\$ -
D Street	O Street	P Street	4	Major Rehabilitation	740	22	1,809	\$ 63,300
E Street	Q Street	R Street	2	Preventive Maintenance	1,265	24	3,373	\$ 3,400
F Street	S Street	T Street	5	Full Depth Reconstruction	535	22	1,308	\$ 130,800
G Street	U Street	V Street	1	Do Nothing	5,700	20	12,667	\$ -
H Street	W Street	X Street	3	Minor Rehabilitation	1,005	20	2,233	\$ 35,700
I Street	Y Street	Z Street	5	Full Depth Reconstruction	2,585	22	6,319	\$ 631,900

February 10, 2020

Mr. Brad Gotshall
Township Manager
Lower Paxton Township
425 Prince Street
Harrisburg, Pennsylvania 17109

Re: Roadway Asset Management

Dear Brad:

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following proposal to provide Engineering services in response to your email request of January 28, 2020.

GENERAL PROJECT DESCRIPTION

It is our understanding that Lower Paxton Township (LPT) has a roadway network of 266 centerline miles of local, Township-owned roadways. This mileage does not include private or State owned roadways. The Township desires to create a Roadway Asset Management system to inventory and rate their current roadway network in order to prioritize maintenance and rehabilitation projects and future budget allocations to proactively and successfully manage their roadway assets.

HRG is a RoadBotics Enterprise Partner and we propose to utilize RoadBotics' artificial intelligence (AI) software for the roadway assessment. The resultant product will provide LPT objective, efficient, cost-effective and actionable data.

For your information, HRG can also provide a Roadway Capital Improvement Plan that uses the RoadBotics data and funding commitment to develop a prioritization of projects, with treatment recommendations and estimated costs. We understand that you do not desire this level of service at this time, therefore it is not included in the below Scope of Services, but can be added at a later date if desired.

SCOPE OF SERVICES

In order to meet your needs as outlined in the above paragraph, HRG proposes the following scope of services:

PHASE A – ROADBOTICS SOFTWARE

Task A.1 – RoadBotics is an artificial intelligence company. Using their software, video data of identified roadways will be collected via a smart phone camera. The video data will be separated into singular images at 10-foot intervals. The AI will analyze the images of the roadway to identify damage patterns. The AI will then assign a roadway rating of Level 1, 2, 3, 4, or 5 [*Level 1 – No to very minor surface damage to 5 – Major surface damage/critical surface failures*]. After the rating is established, RoadBotics will perform quality checks on the deliverable.

PHASE B – DATA COLLECTION

Task B.1 – HRG will provide all necessary equipment and be responsible for the smartphone dashboard setup. HRG will manually drive all 266 centerline miles of roadway (per Exhibit A) and collect roadway data using the RoadBotics RoadSENSE Application. During collection, HRG will utilize the RoadBotics RoadNAV Application, a turn-by-turn navigation system similar to Google Maps. At the conclusion of each collection day, HRG will upload the data to RoadBotics via a Wifi or Ethernet connection.

The following conditions will dictate when HRG is able to collect the roadway data as it is highly weather dependent:

- Roadways must be completely dry and free of rain and snow
- Collection window is daytime – 3.5 hours after sunrise to 3 hours prior to sunset
- HRG will drive the speed limit of each road segment
- Roadways that are under construction or closed will not be able to be assessed

DELIVERABLES

The following deliverables will be provided at the conclusion of the Scope of Services:

- RoadBotics GIS Point Data via RoadWAY view
- RoadBotics GIS Segment Data via RoadWAY view
- GIS Shapefile of data
- CSV file of data

COMPENSATION

We propose to complete this work for a lump sum fee of \$24,120. The work will be undertaken in accordance with our Engineering Retainer agreement. This proposal is valid for thirty (30) days from the date of this letter. Our policy is to render invoices monthly based on the percentage of completion.

COMPLETION

We estimate that we will complete the outlined services within one-hundred twenty days (120) days of receipt of your authorization to proceed. Weather conditions do affect the data collection stage of the project and may cause an increase of required time to provide the final deliverable.

AUTHORIZATION

We have developed the above listed Scope of Services specifically with your project needs in mind. To indicate your acceptance of these terms, and authorize the work to begin, please sign the authorization statement below, return one (1) copy to our office, and keep the other for your files.

If you have any questions concerning our proposal, including the Scope of Services or the Compensation, please feel free to contact me to discuss them in greater detail. We appreciate the opportunity to provide you with professional services in this capacity and look forward to working with you on this project.

Sincerely,

Herbert, Rowland & Grubic, Inc.



Jason Hinz, P.E.
Group Manager | Civil

MSB/JH/LB
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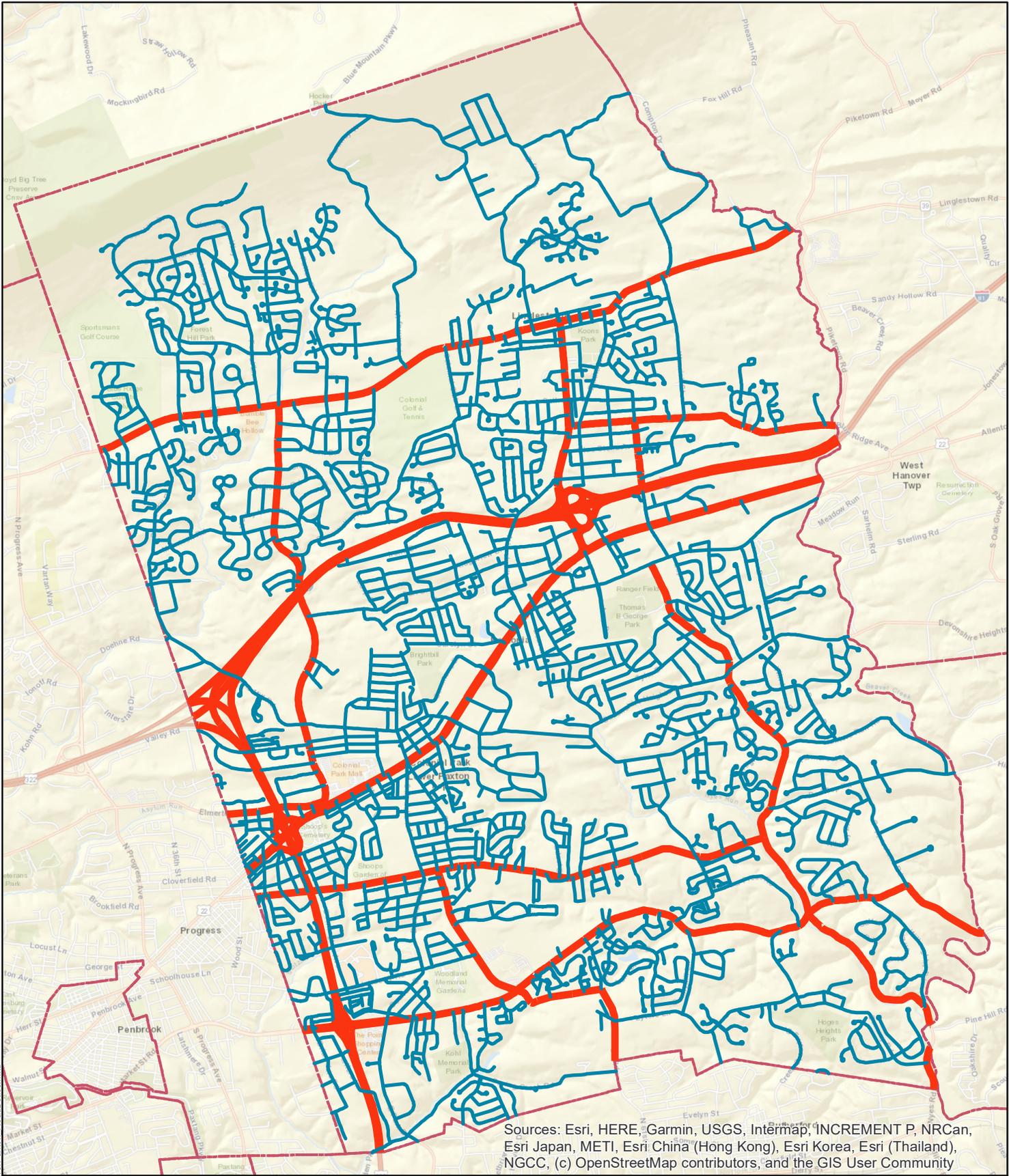
Enclosures: - Exhibit A – Lower Paxton Township Roadway Network

ACCEPTED BY:

CLIENT	TITLE	DATE
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Proprietary Notice

This proposal contains proprietary information regarding Herbert, Rowland & Grubic, Inc. and is a work product containing business sensitive materials. This proposal was prepared in response to your request for your specific project and no portion of this proposal may be shared with any other party.



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Mapping derived from data provided by ESRI, PennDOT, and RoadBotics.
 2/3/2020 PM:MSB GIS:ALV QA:XXX R000184.0546

HRG
 Herbert Rowland & Grubic, Inc.
 Engineering & Related Services
 An Employee-Owned Company

369 East Park Drive
 Harrisburg, PA 17111
 717.564.1121 [phone]
 717.564.1158 [fax]
 www.hrg-inc.com

- Local Roads - Included in RoadBotics coverage
- State Roads - not included in RoadBotics coverage
- Municipal boundary

Exhibit A
 Lower Paxton Township
 Dauphin County, Pennsylvania

P:\0001000184_0546\GIS\Projects\LowerPaxton_RoadBotics.mxd

LOWER PAXTON TOWNSHIP
Dauphin County, Pennsylvania

ORDINANCE NO. 20-03

AN ORDINANCE OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA, AMENDING CHAPTER 196 OF THE CODE OF ORDINANCES TITLED, “VEHICLES AND TRAFFIC,” AS IT PERTAINS TO THE PARKING OF TRUCK TRACTORS, AND TRAILERS.

NOW THEREFORE, it is hereby ordained by the Board of Supervisors of Lower Paxton Township, Dauphin County, Pennsylvania that the Lower Paxton Township Codified Ordinances are hereby amended as follows:

BE IT ORDAINED that the Board of Supervisors does hereby amend Chapter 196, Vehicles and Traffic, of the Lower Paxton Codified Ordinances as follows:

SECTION ONE: The Board of Supervisors hereby amends the sections as included hereinbelow, within Chapter 196, to read as follows:

§ 196-25.A. Truck tractors and trailers. The parking of truck tractors, truck tractors with trailers and trailers is prohibited on or along any and all public streets in any ~~residential zoning~~ district according to the zoning classifications and regulations set forth in Chapter 203, Zoning.

§ 196-25.B. Truck tractors and trailers. Truck tractors with trailers may be temporarily parked on or along any public street within a ~~residential~~ any zoning district for the purpose of and while actually engaged in loading or unloading property in front of or making local deliveries to premises situate on said street, provided that at least three portable emergency warning devices are displayed upon the roadway at the approach to the vehicle.

...

§ 196-27.C. Violations and penalties. Any person, firm or corporation violating any provision of this article relating to parking a truck tractor, tractor-trailer, camper, trailer, boat or other similar vehicle on a public street shall pay a fine in the sum of \$25 if paid within five days, or upon failure to pay the sum of \$25 within the aforementioned time period, then upon summary conviction before a District Justice be sentenced to pay a fine of \$50 and the costs of prosecution, and in default of the payment thereof shall be imprisoned in the Dauphin County Prison for not more than five days.

SECTION TWO: Any ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION THREE: The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance.

DULY ENACTED AND ORDAINED INTO LAW as Ordinance No. 20-____ this ____ day of _____, 2020 by the Board of Supervisors of Lower Paxton Township.

ATTEST:

**BOARD OF SUPERVISORS
LOWER PAXTON TOWNSHIP**

Chris Judd, Township Secretary

Lowman S. Henry, Chairman

**LOWER PAXTON TOWNSHIP
BOARD OF SUPERVISORS**

RESOLUTION 20-10

**A RESOLUTION AUTHORIZING THE DISPOSITION OF EQUIPMENT PURCHASED
IN ACCORDANCE WITH THE FIRE EQUIPMENT CAPITAL PLAN TO THE
TOWNSHIP'S THREE VOLUNTEER FIRE COMPANIES TO PROVIDE FOR THE
EFFECTIVE DISPOSITION OF SAID EQUIPMENT.**

WHEREAS, by Resolution 96-19, the Board of Supervisors established a Fire Equipment Capital Fund and pledged an annual Real Estate Tax budget allocation to be used for the replacement of firefighting apparatus; and

WHEREAS, in consultation with the representatives of the Colonial Park Fire Company, Linglestown Fire Company, and Paxtonia Fire Company, the Board of Supervisors has determined that it will be more efficient for the Township to transfer ownership of a retired engine, previously purchased by the Fire Equipment Capital Fund and operated by the any one of the three volunteer fire companies, to the Company of primary use, so that the resale of this vehicle may be transacted.

NOW, THEREFORE, be and it is hereby resolved by the Board of Supervisors of Lower Paxton Township, Dauphin County, Pennsylvania that the ownership of a retired aparatus, previously purchased by the Fire Equipment Capital Fund and operated by the Colonial Park Fire Company, Linglestown Fire Company, and/or Paxtonia Fire Company, shall be transferred to the Company of primary use, by the Township to provide for the effective resale of the vehicle.

BE IT FURTHER RESOLVED, that any and all proceeds gained by the Colonial Park Fire Company, Linglestown Fire Company, or Paxtonia Fire Company in the resale of the above referenced retired aparatus shall be returned to and deposited in the Fire Equipment Capital Fund.

RESOLVED this 17th day of March 2020.

ATTEST:

BOARD OF SUPERVISORS
LOWER PAXTON TOWNSHIP

Chris Judd, Secretary

Lowman S. Henry, Chairman

(SEAL)

LOWER PAXTON TOWNSHIP
Dauphin County, Pennsylvania

ORDINANCE NO. 20-02

AN ORDINANCE OF LOWER PAXTON TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA, CREATING CHAPTER 131 OF THE CODE OF ORDINANCES TITLED, “NOISE,” AND REGULATING NOISE.

NOW THEREFORE, it is hereby ordained by the Board of Supervisors of Lower Paxton Township, Dauphin County, Pennsylvania that the Lower Paxton Township Codified Ordinances are hereby amended as follows:

That the Board of Supervisors does hereby amend the Lower Paxton Codified Ordinances by creating Chapter 131, entitled “Noise” to read as follows:

§ 131-1. **Short Title.** This Ordinance shall be known as the Lower Paxton Township Noise Ordinance.

§ 131-2. **Noise.**

- A. No principal or accessory use, or operations or activities on its lot, shall generate a sound level exceeding the limits established in the table below, when measured at the specified locations:

Sound Level Limits by Receiving Land Use/District			
Land Use or Zoning District Receiving the Noise		Hours/Days	Maximum Sound Level
1.	At a lot line of a residential use in a residential district	7:00 a.m. to 9:00 p.m. other than Sundays, Christmas Day, Thanksgiving Day, New Years Day, Labor Day and Memorial Day	60 dBA
		9:00 p.m. to 7:00 a.m. plus all of the following days: Sundays, Christmas, Thanksgiving, New Years, Easter Sunday, Labor Day and Memorial Day	55 dBA

2.	Lot line of a principal residential use in a commercial or industrial district	7:00 a.m. to 9:00 p.m. other than Sundays, Christmas Day, Thanksgiving Day, New Years Day, Labor Day and Memorial Day	65 dBA
		9:00 p.m. to 7:00 a.m. plus all of the following days: Sundays, Christmas, Thanksgiving, New Years, Easter Sunday, Labor Day and Memorial Day	60 dBA
3.	Any lot line other than "1" or "2"	All times and days	70 dBA

*Note: dBA means "A" weighted decibel.

B. The maximum permissible sound level limits set forth in the above table shall not apply to any of the following noise sources:

- (1) Sound needed to alert people about an emergency.
- (2) Repair or installation of utilities or construction of structures, sidewalks or streets between the hours of 7:00 a.m. and 8:00 p.m., except for emergency repairs which are not restricted by time.
- (3) Lawnmowers, snowblowers, leaf blowers, and household power tools between the hours of 7:00 a.m. and 9:00 p.m.
- (4) Agricultural activities, including permitted raising of livestock, but not exempting a commercial kennel.
- (5) Public celebrations specifically authorized by the Township Supervisors or a county, state or federal government agency or body.
- (6) Unamplified human voices.
- (7) Routine ringing of bells and chimes by a place of worship or municipal clock.
- (8) Vehicles operating on a public street, railroads and aircraft.

§131-3. Violations and Penalties. This chapter shall be enforced by action brought before a Magisterial District Judge in the same manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure. Any person, firm or corporation who or which violates or permits the violation of this chapter shall, upon conviction in a summary proceeding, be punishable by a fine of not more than \$1,000 or imprisonment for a term not exceeding 90 days. Each day or portion thereof that such violation continues or is permitted to continue shall constitute a separate offense. Each section of this chapter that is violated shall also constitute a separate offense.

REPEALER. Any ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SEVERABILITY. The provisions of this Ordinance shall be severable, and if any of its provisions shall be held to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect the validity of any remaining provisions of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted and enacted as if such unconstitutional, illegal or invalid provision had not been included therein.

EFFECTIVE DATE. This Ordinance shall become effective five (5) days from the date of enactment.

DULY ENACTED AND ORDAINED INTO LAW as Ordinance No. 20-02 this 10th day of March , 2020 by the Board of Supervisors of Lower Paxton Township.

ATTEST:

**BOARD OF SUPERVISORS
LOWER PAXTON TOWNSHIP**

Chris Judd, Township Secretary

Lowman S. Henry, Chairman