

CONTRACT DOCUMENTS

FOR THE

HAZLETON CITY AUTHORITY – WATER DEPARTMENT

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2024 SPRING ROAD CUT RESTORATION PROJECT

HAZLETON, LUZERNE CO., PA.

ISSUED FOR BIDDING:

July 2024

PREPARED BY:



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ADVERTISEMENT FOR BIDS

Notice is hereby given that the **HAZLETON CITY AUTHORITY – WATER DEPARTMENT**, City of Hazleton, Luzerne County, Pennsylvania, will receive sealed bids or proposals for their **2024 Spring Road Cut Restoration Project**. Sealed bids will be received until 4:00 PM prevailing time, on Tuesday, July 30th, 2024, and all such received bids will be publicly opened and read aloud that night 6:00 PM at the Hazleton City Authority's R.L. Zientek Administration Building office.

In general, the work to be performed shall consist of mobilization, site preparation, traffic control, milling, tack coat and asphalt overlay in compliance with all Municipal and PaDot standards. Work as awarded shall be complete by end local asphalt plant closing. Sets of the Contract Documents pertaining to such bids may be obtained only at the office of the Hazleton City Authority – Water Department, R.L. Zientek Administration Building office 400 East Arthur Gardner Parkway, Hazleton, PA 18201 or thru the HCA website at www.hcawater.org. Addenda, if any, will be issued to only those persons who are on record as having obtained a set of the Contract Documents.

A certified check or bid bond drawn to the order of the Hazleton City Authority - Water Department in an amount equal to ten percent (10%) of the bid must be submitted with each proposal as bid security and received at the Authority's Office with all other required bid documents prior to the Bid Opening. Except as otherwise provided by law, all bids are irrevocable and no Bidder may withdraw a bid within sixty (60) consecutive calendar days after the actual date of the bid opening.

The PA Prevailing Wage Rate and all Related Acts shall apply to contractors and subcontractors performing all work. Contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the prevailing wage determination. All provisions of the Contract Work Hours and Safety Standards Act, as amended, including provisions of the Fair Labor Standards Act shall apply to this project.

This Project falls under The Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act ('the Act') which requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States. All Bidders are required to submit a Public Works Employment Verification Form as a precondition for the Contract Award.

The Hazleton City Authority – Water Department is an Equal Employment Opportunity Employer. Bidders on all work will be required to comply with all requirements of the Pennsylvania Human Relations Act No. 222 and the Commonwealth of Pennsylvania. All bidders are hereby notified that in regard to any contract pursuant to this advertisement, businesses will be afforded full opportunity to submit bids in response to this notice and will not be subjected to discrimination on the basis of gender, race, color, creed, sex, age, physical disability or national origin in consideration for an award. Similarly the successful bidder shall in no manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed or color..

Prior to the award of the Contract, the successful bidder shall furnish to the Owner Certificates of Insurance, Performance Bond, Labor and Material Payment Bond, Maintenance Bond, and any other items as required by the Contract Documents. All bonds must be executed by a satisfactory surety. Bidders must comply with all State antibid-rigging regulations pertaining to work associated with this project, and will be required to submit an executed non-collusion affidavit with the bid.

The Hazleton City Authority - Water Department hereby reserves the right in its discretion, which is understood and agreed to by all bidders, to reject any and all bids submitted, and also reserves the right to waive any irregularities, omissions, mistakes, or informality in the Bidding Process deemed to be in the best interest of the Authority. The Bid, if awarded, will be awarded at the sole discretion of the Authority for the lowest total cost to a responsive and responsible Bidder based on a final review of line items as selected by the Owner.

Hazleton City Authority - Water Department
Joseph Zeller, III
Chairman

BIDDER CHECKLIST

A. BIDDER GENERAL INSTRUCTIONS

1) The following items must be submitted with the Bidding Documents:

A. Bidders must submit the following herein including:

1. Bid Forms for contract being bid - signed, sealed, if applicable, and titles.
2. Bid Guarantee for contract (Bid Bond, signed and emboss sealed by Contractor, if applicable, and surety, or Certified Check).
3. Non-collusion Affidavit.
4. Certified supplier cost of liquid asphalt used for proposal.
5. List of the bidder's equipment to be used and a letter stating his/her experience in this specific scope of work over the past five (5) years.
6. Certification of coverage under Workmen's Compensation Act.

B. Items to be provided by the Bidder using surety company's forms including:

1. Certified copy of "Power of Attorney" for Attorney-in-Fact who signed the Bid Bond signed by an officer of the surety, dated (date must be even with the Bid Bond) and embossed with surety's seal.
2. Financial statement of the Surety Company.
3. Certificate from a surety company certifying that the surety would provide the required bonds if Bidder is awarded the Contract.

B. INSTRUCTIONS

1. All bids shall be submitted directly to the Hazleton City Authority – Water Department.
2. If more than one proposal on any project is submitted by any individual, firm or partnership, corporation or association under the same or different names, only the one lowest proposal will be considered.
3. All questions about the meaning or intent of the bidding documents are to be submitted in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda. Questions received less than ten (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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4. Description of Work: Work shall be completed in compliance with all contract documents. Wearing Surfaces are a part of this Contract, Average Daily Traffic (ADT) Count pavement design shall meet 0.3 to 3 million ESAL's.
5. Schedule of Prices - Column #1 (Item), #2 (approximate quantities), #3 (Units) i.e., ton, square yard, linear feet, etc. as indicated and #4 (Description); i.e., shall mean bituminous materials - ID2, FJ1, FB1, BcBc, etc. must be used by all bidders to insure equitable bidding. Columns #5 (Unit Price), #6 (Total), and total amount of bid, must be filled in by the contractor.
6. Liquidated damages will be assessed for this project, If all work as awarded is not completed on time, liquidated damages will be assessed at the rate of \$500 per additional working day required and \$1500.00 per each incomplete line item.
7. Workmen's Compensation Affidavit, Payment and Performance Bond and Maintenance Bond must be provided by the successful bidder. Failure to submit the bonds shall constitute grounds to cancel the contract.
8. An ESCALATOR CLAUSE, if used for this project, will be as indicated in these bidding documents. An escalator clause may not be inserted by the contractor.
9. The Authority reserves the right to reject any or all Bids and reserves the right to waive all informalities in bids received.

C. ESCALATOR PROVISION

1. The contractor/supplier shall have the right to increase or decrease the contract unit price of the item(s) specified in an amount equal to the contractor/supplier's direct increase or decrease in costs of such item(s) occurring only and subsequent to 60 days after the date of the bid opening. Any increase or decrease in the contractor/supplier's cost of such item(s) after the bid opening date shall be verified by proper documents furnished to the Authority, including proof of price to the contractor/supplier's source of supply.
2. Should the contractor/supplier's allocation of any item(s) be materially reduced by the contractor/ supplier's source of supply, the contractor/supplier shall reduce proportionately the quantity of such item(s) to be delivered in accordance with this contract.
3. The Authority may withdraw or reduce the quantity of any item or terminate or reduce the scope of the contract if the unit cost of any item covered by this escalator provision is increased more than 10% above the bid price.
4. This escalator provision shall apply to the following item(s): liquid asphalt products, cutback asphalt products, emulsion products, and bituminous blacktop products.
5. The price adjustment of bituminous materials will be paid according to the criteria stated in Penn DOT's Publication 408, Section 110.04(b) Nos. 1, 2 and 3.

D. GENERAL PROVISIONS

1. All contractors shall have a minimum five (5) years similar work experience and/or bidders must be prequalified in accordance with Section 102.01 of Penn DOT Publication 408.
2. All bids submitted shall be signed only by persons authorized to do so. All signatures must be written and in ink.
3. The price bid must cover the cost of furnishing all labor, tools, equipment and materials necessary to complete the work, as well as supervision, bonds and insurance that may be required.
4. All bids must be accompanied by a Bid Guaranty or a Certified Check made payable to the Hazleton City Authority - Water Department in an amount not less than 10 percent (10%) of the total bid. Bid Guaranties will be returned to all unsuccessful bidders after the award of the contract.
5. **All bids must be accompanied by a fully executed non-collusion affidavit.**
6. All bids must be accompanied by a list of the bidder's equipment to be used and a letter stating his/her experience in this specific scope of work over the past five (5) years so that it may be determined that he/she has the necessary facilities, experience, ability and financial resources to perform the work in a satisfactory and expeditious manner.
7. The successful bidder will be required to furnish a "Performance Bond" in the sum of 100% of the Contract Price, the condition of which shall be the full and complete execution and performance of each and all of the terms contained in the contract, proposal, specifications and drawings.
8. The successful bidder will be required to furnish an additional "Payment Bond" in the amount of 100% of the Contract Price, the condition of which shall be prompt payment for all materials and labor supplies or performed in the prosecution of the work. It shall be a condition of said bond that labor and material, men furnishing labor and materials in and for, the prosecution of said work, shall have the right, in the name of the obligee, for his/ her use upon said bond, for such sum or sums as may be justly due.
9. The successful bidder will be required to furnish a "Maintenance Bond" in an amount equal to ten percent (10%) of the Contract including Change Orders or five thousand dollars (\$5000), whichever is greater for period of one year after final payment. Maintenance bond shall remain in effect for 12 months from Owner certified date of final project completion.
10. The Contractor shall furnish suitable evidence that he/she has insured his/her liability under the Workmen's Compensation Act and any supplements or amendments thereto or file with Hazleton City Authority - Water Department an acceptable certification of or exemption therefrom.
11. The successful bidder must submit the Performance Bond, Payment Bond, Workmen's Compensation Affidavit, and insurance policy endorsement naming the

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Authority as an additional insured within five (5) days after notification of award of the bid. The Authority will return the Bid Guaranty or Certified Check in exchange for acceptable bonds for the faithful observance of the terms specified herein.

12. Should the successful bidder neglect or refuse to execute all contract documents within five (5) days, his/her Bid Guaranty shall be forfeited and retained by the Owner, not as a penalty, but as liquidated damages as a result of such neglect or refusal; and the Owner reserves the right to award the Contract to the next lowest bidder without further advertising.
13. The Hazleton City Authority - Water Department shall have the right, without invalidating the contract, to order extra work or make changes which would result in additions or deductions to contract items or work. Should such alterations result in changing the overall character of the work, a fair and equitable sum shall be agreed upon in writing by both parties prior to the start of said extra work. No allowances will be made for anticipated profits on deducted work.
14. The Contractor shall indemnify and save harmless the Hazleton City Authority - Water Department, its officers, engineer, and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained including wrongful death of any persons, or property or other living things in which property rights by law exists, by or from said Contractor, or by or in consequence of any neglect in safeguarding the work, or through defective workmanship or the use of defective materials, or by or on account of any act, omission, neglect or misconduct of said Contractor, or for any claims or amounts rising or recovered under the Workmen's Compensation Law, or any other law, by law, ordinance, order or decree, and so much of the money due said Contractor under or by virtue of his/her contract, as shall be considered necessary by the Hazleton City Authority - Water Department, may be retained for the Authority, or in case insufficient money is due; his/her surety shall be held until suit or suits, claim or claims, action or actions, for injuries or damages, aforesaid, shall have been settled and suitable evidence to the effect furnished to the Authority.
15. The Contractor shall maintain during the life of the contract, Public Liability and Property Damage Insurance as shall protect him/her and any sub-contractor performing work covered by this contract, from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself/herself or by any sub- contractor or anyone directly or indirectly employed by either of them. The amount of such insurance shall as specified.
16. Claims because of mistakes or omissions in the bids will not be considered. In case a bidder finds discrepancies or omissions in the proposal or specifications, or is in doubt as to the meaning intended, he/she should notify the Hazleton City Authority at once.
17. The Contractor shall have at all times on the project site a competent person in charge of the work who shall have the authority to act for the Contractor in the execution of the contract work and for any necessary consultation with the Hazleton City Authority, property owners, or anyone having business directly related to the Project.

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18. Contractor shall have competent and efficient workmen qualified for the type of work to be done. All workmanship shall be first class.
19. All Subcontractors must be approved by the Hazleton City Authority prior to being allowed to work on the project.
20. In general, the standards and specifications of the Pennsylvania Department of Transportation shall prevail, in so far as they are applicable to this project.
21. Partial payment for work completed shall be made monthly if desired by the contractor. The contractor shall submit to the Hazleton City Authority a prepared estimate of the value of the completed work at the beginning of each month. This estimate must include a breakdown of the completed units for each item of contract work listed. If the Hazleton City Authority concurs with the estimate, it will be submitted to the Hazleton City Authority for the payment of the amount shown less any amount previously paid and less ten percent (10%) retainage.
22. Final payment of all monies due the Contractor shall be made within thirty (30) days after completion and acceptance under the terms of the contract.
23. The Authority reserves the right to assess liquidated damages against the Contractor if all work is not completed on time at the rate of \$500 per additional working day required and \$1500.00 per each incomplete line item, interest on money borrowed and other tangible costs.

E. PROJECT PROVISIONS

1. PROJECT IMPLEMENTATION: The project is broken into distinct parts by Municipality and ownership. The Authority reserves the right to award each part separately or together to the lowest responsible bidder.
2. NOTICE TO PROCEED: The successful bidder must proceed on site with the contract work within ten (10) days following receipt of the Notice to Proceed. After starting work, the contractor shall work continuously, utilizing not less than the normal five (5) day week, excluding holidays, unless otherwise stated. He shall at no time cease operations for any reason other than inclement weather without the express permission of the Executive Director or Engineer of the Hazleton City Authority - Water Department.
3. COMPLETION OF WORK: The work for each project awarded shall be completed by the date indicated in the Notice to Proceed. Each patch awarded shall be completed within two (2) days of start of patch. Contractor shall note that certain patching projects may be deemed a priority in which work may be required to be completed sooner. Bidders shall be responsible for all traffic control including work in PaDot right of way. All inspection fees shall be paid by the owner.
4. FAMILIARITY WITH THE PROPOSED WORK SITE: The bidder is required to visit and carefully examine the site of each project, the work proposed, the proposal and specifications and to compute and verify the quantities of labor and materials necessary for this project. It will be assumed that any and all incidental work required to comply with these contract documents and all referenced construction standards will

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be taken into consideration in the bid and will not constitute a basis for claim for extra compensation. This is especially true for the placing of the wearing course and all ties to existing. The contractor may be required to pave one half of the street one day and the other half on another day to accommodate property owners having access to their properties. All street closings required to complete road paving and/or patching must be reviewed, discussed, and approved by the municipality and HCA staff and shall be accounted for in the bid.

5. **ESTIMATED QUANTITIES:** Where estimated quantities are included, the quantities are shown to assist the bidders and are believed to be substantially correct, but are not guaranteed. It shall be understood that there is no liability upon the Hazleton City Authority - Water Department or its agents for the correctness or completeness of same.
6. **LOCATION OF DESIGNATED PROJECTS:** The streets or alleys which require paving shall be as indicated in the Bid Sheets MS-944 and shall be included as projects in this bid (patching projects shall be as listed in the bid breakdown and shall be awarded as needed during the term of this contract).
7. **WORK TO BE PERFORMED:** The project will consist of milling, re-constructing with a scratch and leveling course and providing final wearing course on existing paved surfaces in accordance with the specifications and details as specified on the following pages and in Penn DOT Publication 408, Section 400, Flexible Pavements. Patching shall include saw cutting, excavation, sub-base, base course, wearing course, sealing, and all other work as required herein including but not limited to the following:
 - A) **MAINTENANCE OF TRAFFIC:** All maintenance of traffic will be the responsibility of the contractor. This will include barricades, flagmen and devices deemed necessary to properly maintain traffic with as little inconvenience as possible. Contractor shall notify and if necessary meet with the local police to outline the proposed traffic maintenance plan and to ascertain what assistance will be available for the purpose. Payment for this item of work will be incidental to the contract.
 - B) **SITE CLEANUP:** The site of the work will be cleaned of all rubbish and surplus or unsuitable materials and promptly restored to its original condition as work progresses. Pavements, gutters and sidewalks adjacent to the site of the work shall be constantly swept so as to prevent scarring of the pavement by scattered stones.
 - C) **PAVEMENT RESTORATION:** Permanent pavement restoration shall be performed by the Contractor as follows (All work listed below shall be included in each bid and considered incidental to the bid item):
 1. Contractor shall restore all areas disturbed by the work, such restoration to meet Department of Transportation specifications, for both materials and workmanship. All pavement design shall meet 0.3 to 3 million ESAL's. and SRL-"M". All existing pavement for patch repair work shall be saw cut back 1'-0" on each side as per sketch attached labeled "Pavement and Trench Restoration Detail" and all edges and existing asphalt surfaces

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shall be tack coated prior to pavement restoration and all edges sealed. Work shall include but not limited to the following:

- a. Prior to replacement of the base course for patch repair, one (1) foot outside of each edge of the opening as defined shall be sawed, in a neat straight line, to the top elevation of the existing aggregate sub-base or stone base course, and the detached material shall be removed. Other surface opening methods such as milling may be authorized by the Engineer if the methods result in the opened pavement having a neat, straight, vertical line. All existing pavement edges shall be tack coated prior to restoration.
 - b. Surface Course Milling: Prior to placement of wearing course, existing pavement shall be milled to the depth of 2", a minimum of 1'-0" outside of saw cut to provide smooth transition to existing
 - c. Contractor shall be responsible for preparation of existing surface. Payment for this work will be considered an incidental cost. The contractor shall power sweep and place a tack coat on all existing surfaces as required. Contractor shall be responsible to adjust finished height of all utility valve boxes as incidental work to this project. Contractor shall remove any and all vegetation in work areas prior to placement to pave.
 - d. Exposed vertical and horizontal surfaces shall be prepared under Section 401.3(f) of PennDOT Publication 408.
 - e. Certifications: The contractor is responsible to insure that the proper material is provided by supplying a copy of an approved Penn DOT Bituminous Asphalt Mix design a minimum of five (5) working days prior to the start of the work. The contractor shall provide a daily bituminous material certification on a TR-465 or CS- 4171 form within 24 hours of placing each day of bituminous material as well as all delivery slips.
2. Where required sub-Base for streets and patches shall be PennDOT No. 2A stone rolled to a minimum 6" compacted depth. Material shall meet the requirements for PennDOT No. 2A Aggregate in compliance with PaDot Pub. 408. Proof Rolling existing sub-base shall be provided and is incidental to pay line items.
 3. The base course shall consist of bituminous concrete meeting the requirements of Section 305 of PennDOT Publication 408 or other base course material authorized by the Authority. The base course material shall consist of hot mix, hot laid Superpave 25.0 mm base material and shall have a minimum depth of five (5) inches or a depth equal to the existing base course, whichever is greater.
 4. If required by bidding documents, existing conditions or by the Municipal Engineer, a binder course shall be provided consisting of 19.0 mm material meeting the requirements of Section 421 of PennDOT Publication 408. The binder course shall have a minimum depth of two and a half (2½")

inches or depth equal to the existing binder course, whichever is greater.

5. If required by bidding documents, existing conditions or by the Municipal Engineer, a 9.5mm scratch/leveling/profiling course of 90 to 110 lb/sq. shall be installed to maintain and provide required road cross slope and grade. The leveling course of wearing material shall be placed and compacted to even depressions, ripples and other low spots or provide required crown
6. If required by existing conditions any rock or brick choke base shall be replaced. Concrete shall be replaced with new 3,000 psi concrete at a depth to match existing and doweled 18" o.c. to any existing concrete as per applicable PA DOT Standard.
7. Wearing Course. Surface course shall consist of constructing a wearing course of hot-mixed, hot-laid Superpave 9.5 mm wearing course on the above prepared base course to a depth of not less than one and a half inches (1½"), after compaction. The materials and construction methods shall be in strict accordance with the requirements of Section 409 – "Superpave Mixture Design, Standard and Restricted Performance Specification (RPS) Construction of Plant Mixed HMA Courses" of PA DOT Specifications. The bituminous surface course shall be rolled with a vibratory roller.
8. Independent Testing: Contractor shall provide independent PaDot certified compaction testing of all new asphalt placed for each project and patch which exceeds 100 linear feet in length. All testing shall be considered an incidental cost of the bid and shall be completed every 100 feet.
9. Temporary Pave Course. Any temporary surface course shall consist of constructing a wearing course of hot-mixed, hot-laid 9.5 mm Superpave wearing course on the prepared sub-base to a depth of not less than two inches (2") or three inches (3") of 25mm mix, after compaction. The materials and construction methods shall be in strict accordance with the requirements of Section 409.
10. Additional restoration. Any additional permanent pavement restoration required outside of the limit of the project as a result contractor's negligence or work shall be performed by the Contractor as an incidental cost.
11. Disturbed portions of the street, including but not limited to shoulders, slopes, appurtenances and structures such as guide rails, curbs, gutters, signs, markings, drain pipes, driveways and vegetation, shall be restored by the contractor to a like new condition as an incidental cost.
12. Milling: As required by this contract and in compliance with all Municipal requirements, this contractor shall in addition to the restoration conditions outlined above provide full lane, road, or three (3) foot wide gutter milling to a depth of one and one half (1½") inches prior to placement of any new asphalt. If required under this bid and stated in the schedule of prices, milling the entire width of the street shall be required to a depth of one and one half (1½") inches. Contractor shall utilize appropriate milling machine,

if necessary, and shall carefully mill around all existing manholes, valve boxes and inlets

12. If a disturbed lane adjacent to undisturbed lanes is overlaid, the edge of the disturbed lane shall be saw cut or milled to a depth of one and one-half (1½”) inches or the depth of the existing surface course, whichever is less, for the length of the opening to insure a smooth joint, with proper elevation and cross section.
 13. If disturbed lanes adjacent to shoulders are overlaid, the shoulder shall be raised, with material and in a manner authorized for the type of existing shoulder present, so that the overlaid pavement and shoulder edges are at the same elevation.
 14. Aggregate used in a bituminous overlay wearing course shall comply with skid resistance level (SRL) criteria specified in PennDOT Design Manual, Part 2, Chapter 11.
 15. Paving Notch: Paving notches shall be cut and installed at the intersection of each street at which the current paving abuts and at the beginning and end of each project. Notches will be machine milled; no jack-hammered slots will be permitted. Contractor shall install a minimum six (6) foot overlay transition to a minimum depth of (1½”) inches and provide diagonal paving notch as per PennDOT Roadway Construction Standard RC-28M.
 16. Any pavement markings removed, covered or destroyed by the contractor shall be replaced with new before opening the disturbed pavement to traffic. Contractor shall be responsible to verify, document, and replace all existing road line markings and street crossings. Pavement marking as required is incidental to work and shall be included in bid.
 17. Sealing. All restored openings in the pavement or paved shoulder shall be sealed under Section 401.3(j)(3) of PennDOT Publication 408. Contractor shall re-dress shoulders with compacted 2a material along all areas of full width overlay, field verify all requirements prior to bidding.
- F) PERMANENT TRENCH RESTORATION: If required under this bid and stated in the scope of work and schedule of prices, the permanent trench/patch paving restoration shall also include removing all temporary paving material and 2A modified stone to a depth as required. The trench shall then be re-tamped and restored with asphalt in compliance with these specifications flush with the existing street surface.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

- A. The Contract Documents are defined in the GENERAL CONDITIONS and may be obtained from the office of Hazleton City Authority - Water Department, upon a non-refundable payment for each set, as stated in the Advertisement for Bids.
- B. No partial sets will be issued.

2. EXAMINATION

- A. Bidders must review and conform to the GENERAL CONDITIONS, BIDDER CHECKLIST and these INSTRUCTIONS TO BIDDERS, and examine each of the Contract Documents that form the Contract, become thoroughly familiar with the Drawings and Specifications, visit the location of the work, fully inform themselves of the existing conditions, and make their own estimate of the available facilities and difficulties attending the execution of the work.

3. QUESTIONS

- A. Should the Bidder detect any potential discrepancies, conflicts, errors or omissions in the Drawings, Specifications, or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer. All questions must be submitted to the Engineer in writing as early as possible in the bidding period. Questions received less than five (5) days prior to the date of bid opening will not be considered. No oral answers or interpretations will be provided. All answers may be incorporated in Addenda to the Specifications which shall become a part of the Contract. The Engineer will send a copy of each Addendum to each of those who have obtained a set of the Contract Documents and Specifications. Each Bidder, upon receipt of an Addendum, should fasten it to the inside of the front cover of the Specification, and must acknowledge receipt of each Addendum by appropriate entry in the applicable Bid Form which he submits.

4. QUALIFICATIONS OF BIDDERS

- A. It is the purpose of the Owner to award this Contract only to a Bidder who has furnished satisfactory evidence that he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to perform the same successfully and to complete it in the specified time. Bidders must clearly show evidence of a minimum of five (5) successive years as a competent general contractor with projects of this size and complexity and must also show the expertise and staffing is available to complete the project. The Owner's decision or judgment on the Bidder's ability and experience shall be final, conclusive and binding.
- B. The Owner may make any investigation necessary to determine ability of Bidder to perform the work required.
- C. To assist the Owner in such investigations and determinations, prospective Bidders may be requested to submit a detailed EXPERIENCE, EQUIPMENT AND FINANCIAL

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STATEMENT with the Bid. This form, if applicable, will be provided to bidder.

5. INFORMATION NOT GUARANTEED

- A. All information relating to existing structures and/or facilities, pipes or other utilities is from the best sources at present available to the Owner. All such information and the drawings of existing construction are furnished only for the information and convenience of Bidders.
- B. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface structures and/or hidden facilities, pipes or other utilities encountered during construction will be the same as those indicated by the information given on the Contract Documents or in Specifications.
- C. The Bidder is responsible for ascertaining the character, quantities, and conditions of the various materials and the work to be done.
- D. During construction the Contractor shall either dig test holes to determine the position of all buried structures and utilities. The Contractor shall at his own expense pay the cost of digging test holes, the cost of the services of the representatives of the Owner and all cost related to determining the locations.
- E. It is further agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature against the Owner or the Engineer arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work.

6. ESCALATOR PROVISION

- A. After a minimum of sixty days, the contractor/supplier shall have the right to increase or decrease the contract unit price of the item(s) specified below in an amount equal to the contractor/supplier's direct increase or decrease in costs of such item(s) occurring subsequent to the date of the bid opening. Any increase or decrease in the contractor/supplier's cost of such item(s) after the bid opening date shall be verified by proper documents furnished to the Authority, including proof of price to the contractor/supplier's source of supply.
- B. Should the contractor/supplier's allocation of any item(s) be materially reduced by the contractor/supplier's source of supply, the contractor/supplier may reduce proportionately the quantity of such item(s) to be delivered in accordance with this contract.
- C. The Authority may withdraw or reduce the quantity of any item or terminate or reduce the scope of the contract if the unit cost of any item covered by this escalator provision is increased more than 10% above the bid price.
- D. This escalator provision shall apply to the following item(s): liquid asphalt products, cutback asphalt products, emulsion products, and bituminous blacktop products. The price adjustment of bituminous materials will be paid according to the criteria stated in Penn DOT's Publication 408, Section 110.04(b) Nos. 1, 2 and 3.

7. SUBSTITUTION

- A. In the various detailed sections of the Specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, without the addition of such expressions as "or equal," it is to be understood that those items are so specified for reasons of standardization in maintenance and operation or are intended for obtaining desirable features best suited to the requirements of the Specifications and no substitutions will be considered.
- B. In the various detailed sections of the Specifications, where any item of equipment or material is specified by proprietary name, trade name, and/or name of one or more manufacturers, with the addition of such expression as "or equal," it is to be understood that equal quality equipment or products of either a manufacturer named or of a manufacturer not named which meet the detailed requirements of the Specifications are intended, subject to the review by the Engineer as to the equality thereof, and it is distinctly understood that:
1. The Engineer is to use his own judgment in determining whether or not any item of equipment or material proposed is equal in quality to that specified.
 2. The decision of the Engineer on all such questions of equality shall be final.
 3. In the event of any adverse decision by the Engineer, no claim of any sort shall be made or allowed against the Engineer or the Owner.
- C. The Engineer will use the following criteria in his evaluation to determine if a proposed manufacturer and/or product other than the manufacturers and/or products named within the specification is equal. The manufacturer and/or product which is being submitted for evaluation must:
1. meet or exceed the performance of the named manufacturers and/or products and meet all requirements of the specification.
 2. show past performance in a similar type operational installation.
 3. meet or exceed the mechanical reliability of the named manufacturers and/or products.
 4. have equal or better efficiency rating than that of named manufacturers and/or products.
 5. have equal or less energy requirements than that of named manufacturers and/or products.
 6. have a reliable source of available replacement parts within the U.S.A.
- D. In the various detailed sections of the Specifications it may be required that the equipment manufacturer have experience in the design, construction and operation of equipment of type specified for at least five (5) years. In the event a party with an adversely affected direct financial interest protests, then the Engineer may waive the five (5) year requirement and accept a replacement bond (150% of replacement cost) naming the Owner as the sole obligee in lieu of the experience requirement.
1. This bond, if required, shall be in effect for a period of five (5) years from the date of substantial completion of the equipment.
 2. Bidder shall include with his submittal an officer- signed certificate from a surety company, acceptable to the Owner and authorized to transact business in the State where the Work is located, indicating that such surety company will provide the Bidder, if awarded the Contract, a proper Replacement Bond as security for each piece of equipment not meeting the above experience requirements.

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- E. Equipment and material specified by name of manufacturer, brand, trade name or catalog reference, or its equal, shall form the basis of the Bid and be furnished under the Contract.
1. The Bidder shall include with his submittal the names of the manufacturers he proposes to furnish for the equipment listed therein.
 2. If required section entitled "Information to be Furnished by the Bidder" is to be submitted with the Bidding Documents.
 - a. The Bidders are required to submit this section (IFB) to prevent lost time in awarding the Contract in the event the apparent low Bidder should default or that errors found in the bid form would void his Bid.
 - b. After receipt of Bids and before award of Contract, the Engineer will review the list of manufacturers that each of the Bidders proposes to use for the equipment listed. In the event the Bidders list a manufacturer whose equipment the Engineer does not consider "equal," the Engineer will so advise the Bidder who must then submit another manufacturer's name acceptable to the Engineer.
 - c. In the event the Bidder lists a manufacturer who is unknown to the Engineer, the Bidder shall submit upon request from the Engineer complete information on the equipment so that the Engineer may evaluate it. If the Engineer determines that the equipment is not "equal," then the Bidder shall submit the name of a manufacturer whose equipment is acceptable to the Engineer.
 - d. If the Bidder fails to satisfy the requirements as noted above, the Engineer may recommend that the next lowest responsive and responsible Bidder be considered by the Owner.
 - e. When the Engineer has satisfied himself that the Bid is in accordance with the Contract Documents, he will recommend acceptance to Owner.
 3. If listed equipment is by manufacturers not specified, the Owner in no way implies acceptance of such listed equipment by acceptance of the Bids.
 4. The Contractor shall not be permitted to substitute Manufacturers' names not listed on this form without written authorization of the Owner.

7. PREPARATION OF BIDS

- A. Each Bid must be prepared upon the blank unaltered proposal form included in the Contract Documents. Bidder shall state the proposed price for the work both in words and in figures which shall be written in ink. Bids shall be signed by the Bidder with his business address and name of corporation, followed by name of the State of incorporation and the legal signature of an officer authorized to sign contracts for the corporation and shall be attested to by the corporation's Secretary or Assistant Secretary. Bids shall be signed with name typed below the signature. Bidders shall submit their proposal on the appropriate Bid Form bound in the Volume marked "Bidding Documents" which shall be submitted intact and indicating all Addenda received.
- B. If the Bid is signed by a person other than the President of the Company, there must be attached to the Bid a certified copy of a resolution by the Board of Directors of the Bidding Corporation authorizing such person to sign the Bid on behalf of the Corporation.
- C. If the Bid is submitted by a sole proprietor, it must be signed by the owner of the business. If the Bid is by a partnership, the bid must be signed by the general partners.

Hazleton City Authority – Water Department

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8. BASIS OF BID

- A. The Bidder must include all lump sum and unit cost items shown on the Bid Form; failure to comply may be cause for rejection. No segregated Bids or assignments will be considered.
- B. The work to be done has been divided into parts or items to enable each Bidder to bid on the different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the Proposal.
- C. An alternate Bid for equipment or material which does not meet any experience requirement clause in these documents but meets all technical requirements can be considered if the Contractor obtains for the Owner a bond or cash deposit from the equipment supplier or manufacturer which will guarantee replacement in the event of failure in an amount and in a form as specified.
- D. The Bidder shall be responsible for reviewing the Contract Documents and completing his own material, labor, and equipment take-offs. All work required of the Contract Documents must be included in the appropriate Bid Breakdown Form line items. No additional compensation will be granted other than those items listed in this Bid Breakdown Form.

9. BID SECURITY

- A. Each Bid must be accompanied by bid security in the form of a Bid Bond or a Certified Check. Bid security shall be made payable to the Owner, addressed as defined in the Bid Form. The form of bid security acceptable to the Owner and the required amount of such security are stated in the Advertisement for Bids. The Bid Bond Form must be executed by a Surety licensed to conduct business in the State where the work is located.
- B. Such checks or bonds will be returned to all except the three lowest Bidders within ten (10) days after the bid opening. The checks or bonds of such three Bidders will be returned within five (5) days after the successful Bidder and Owner have executed the Contract and the Contractor has furnished acceptable Performance and Payment Bonds and Certificate of Insurance, or until sixty days (60) or one hundred twenty (120) days as specified, after the bid opening, whichever is earlier.
- C. If any Bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty. The Bid Security is to be submitted with the submission of Bids.
- D. Attorneys-in-Fact who sign bid bonds must file with each bond a certified copy of their "Power of Attorney" to sign said bonds, said copy signed by an officer of the surety, and they must also file a Financial Statement of the Surety Company.

10. BONDS

- A. Each Bidder must accompany his Bid with a signed certificate from his surety company indicating that such surety company will provide the Bidder, if awarded the Contract, with a proper Performance Bond and a Labor and Material Payment Bond covering up to the full amount of the Contract Price as security for the faithful performance of all work under the Contract and payment of all charges in connection therewith. The Bonds shall be prepared on the forms attached hereto and must be furnished prior to award of the Contract. The surety company must be on the current United States Department of the Treasury Fiscal Service listing, be acceptable to the Owner and authorized to transact business in the State where the Work is located.
- B. A Maintenance Bond is also required in an amount equal to ten percent (10%) of the Contract including Change Orders or five thousand dollars (\$5000), whichever is greater. The Maintenance Bond shall be dated as of, and is to continue in effect for a period of one (1) year from, the date of completion and acceptance of the work by the Owner as provided in the General Conditions.
- C. Prior to execution of the Contract Documents the Owner, Engineer, and Trustee may require the Bidder to furnish such other bonds in such form and with such sureties as they may require. If such Bonds are required by written instruction given prior to opening of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the Owner.

11. COMMENCEMENT AND COMPLETION

Work at the job site shall commence within five (5) calendar days after date of Notice to Proceed. The time of completion shall be the number of consecutive calendar days stated in the Bid Form, and this time shall begin with the date of the Notice to Proceed. The order of the Engineer to proceed with the work shall be given within thirty (30) calendar days following full execution of the Contract Agreement unless all governmental permits required to perform the Work have not been received in which case the thirty (30) day period shall be extended.

12. LIQUIDATED DAMAGES

Should a Contractor fail to complete his work on or before the time set forth above or as provided in the Contract Documents covering extension of time, then the Owner may retain an amount as set forth in the Bid Form as liquidated damages for each calendar day in accordance with the provisions of that section.

13. SUBCONTRACTORS

- A. The Bidder shall include with his submittal the names of intended Subcontractors he proposes to use. There shall be only one Subcontractor named for each part of the work to be subcontracted.
- B. If required, the section entitled "Information to be Furnished by the Bidder" is to be submitted with the Bidding Documents.
 - 1. The Bidders are required to submit this section (IFB) to prevent lost time in

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awarding the Contract in the event the apparent low Bidder should default or that errors found in the bid form would void his bid.

2. After receipt of bids and before award of Contract, the Engineer will review the list of Subcontractors that each of the Bidders proposes to use. In the event the Bidder lists a Subcontractor who is unacceptable to the Engineer or Owner, the Bidder must then submit the name of another Subcontractor who is acceptable to both the Engineer and Owner.
3. In the event a Bidder lists a Subcontractor who is unknown to the Engineer and/or Owner, the Bidder shall submit upon request from the Engineer sufficient information about the Subcontractor so that the Engineer may determine if the proposed Subcontractor will be acceptable.
4. If the Bidder fails to satisfy the requirements a noted above, the Engineer may recommend that the next lowest responsive responsible Bidder be considered by the Owner.
5. When the Engineer has satisfied himself that the Bid is in accordance with the Contract Documents, he will recommend acceptance to the Owner.

- C. The Owner in no way implies acceptance of the intended Subcontractor by acceptance of Bids.
- D. The Contractor shall not be permitted to substitute Subcontractors not listed on this form without written authorization of the Owner.

14. BID SUBMISSION

Each bid must be submitted in a sealed envelope addressed to the:

**2023 ROAD PAVING AND PATCH REPAIR BID
HAZLETON CITY AUTHORITY – WATER DEPARTMENT
400 EAST ARTHUR GARDNER PARKWAY
HAZLETON, PA 18201**

ATTENTION: MR. SCOT BURKHARDT, DIRECTOR OF OPERATIONS

bearing on the outside the Bidder's name and address, the name of the project for which the Bid is submitted, and the name and number of Contract(s) for which the Bid is submitted. Envelope shall also bear notation to indicate the Addenda received by number and date received. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope as stipulated above for Bids and note that a sealed Bid is enclosed. Mailed Bids must be received by Owner before designated date and time of opening or the bid will not be considered.

15. WITHDRAWAL OF BIDS

- A. The attention of all Bidders is directed to the fact that in submitting his Proposal, the Bidder agrees, except as noted below, that he will not withdraw it within sixty (60) calendar days of the date of bid opening, provided that, if the award is delayed by a required approval of another government agency, the sale of bonds, or the award of a grant or grants, such bids shall not be withdrawn within one hundred twenty (120)

calendar days after the actual date of the opening of bids.

- B. Upon proper request and identification, Bids may be withdrawn as follows:
 - 1. At any time prior to the designated time for the opening of Bids.
 - 2. Provided the Bid has not been accepted by the Owner, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw his Bid.
 - 3. In accordance with Act No. 4 of the 1974 title "Public Contracts-Bids Withdrawal" of the Commonwealth of Pennsylvania.
- C. Unless a Proposal is formally withdrawn, it shall be deemed open for acceptance until the Contract Agreement has been executed by both parties thereto or until the Owner indicates in writing that he does not intend to accept the Proposal. Notice of acceptance of a Proposal shall not constitute rejection of any other Proposal.

16. MODIFICATION OF BIDS

- A. Any Bidder may modify his bid by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the receipt of Bids as stated in the Advertisement. The document shall not reveal the Bid Price but shall provide the addition or subtraction or other modifications so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.

17. DISQUALIFICATION

- A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

18. GOVERNING LAWS AND REGULATIONS

- A. PA Prevailing Wage
 - 1. Every Contractor and Subcontractor must abide by the requirements of and shall conform to the applicable Prevailing Wage Determination made by the Secretary of Labor as to the Prevailing Minimum Wage Rates in the locality where this Contract is to be constructed. This Wage Determination is made an integral part of these Specifications and is included herein.
 - 2. The Contractor shall post the hereinafter contained minimum wage rates; include the effective date of any changes thereof, in prominent and easily accessible places on the site of the work or at such place or places as are used by the Contractor to pay workmen their wages.
 - 3. Before final payment will be made, Contractor and his Subcontractor shall file statements in writing certifying to the amounts then due and owing, from such Contractor and Subcontractor filing such statement, to any and all workmen, setting forth therein the names of persons whose wages are unpaid and the amount due to each respectively, which statement so to be filed shall be verified by the oath of the Contractor and Subcontractor, as the case may be, that he has read such statement subscribed by him, knows the contents thereof and that the

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same is true of his own knowledge.

B. Sales and Use Taxes

1. The Bidder shall study all tax laws for the jurisdiction in which the work is done, particularly so-called “Sales and Use Taxes” for which he is liable as a consumer or user of goods. The Bid shall be made in accordance with such laws and shall include such taxes in the bid amount. The Bidder shall also obtain, where applicable, sales and use tax exemptions. In no event shall the Owner be directly responsible for any sales or use taxes.

C. Steel Products Procurement Act

1. The Contractor is referred to Pennsylvania Act No. 1978-3 (Senate Bill No. 1068), known as the “Steel Products Procurement Act.” This act shall apply to all contracts for construction, reconstruction, alteration, repair, improvement or maintenance of public work which is performed for a public agency within the Commonwealth of Pennsylvania.
2. Under this act, if any steel products are to be used in the performance of this project only steel products produced in the United States or its territories shall be used.
3. U.S. Steel is defined as all steel products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
4. This Act also prohibits payments under the Contract unless the public agency is satisfied that the Contractor has fully complied with the Act.

19. SUBSURFACE INFORMATION

A. Subsurface Information Unavailable

1. The successful Bidder shall assume all risks in excavation for this Project. If a prospective Bidder desires to obtain any subsurface data, the Owner will afford such prospective Bidder the opportunity, at the Bidder’s own expense, to make borings or soundings to dig test pits at or near the site of the Work. Before making any excavations whatsoever, borings, soundings, or digging test pits at or near the site of the Work, the Bidder shall check the records of the Owner and any municipal, public utility, or privately-owned structures that may be disturbed and notify the Owners of such structures seventy-two (72) hours in advance of starting Work or intention to do so. Bidder must obtain Owner’s permission before making any borings. Bidder shall close and restore all bore holes and test pits.

20. OPENING

- A. The Bids will be opened at the time and place as stated in the Advertisement for Bids.

21. AWARD

- A. If the Contract will be awarded it will be awarded to the lowest responsive and responsible Bidder for the work to be done including full consideration of lump sum and unit prices as well as bid alternatives. Award will be made only after detailed review of all bids by the Owner, Engineer, Legal Counsel, or other special Counsel. Owner shall have the right, in its sole discretion, to award all or specific parts of the bid based on obtaining the most competitive and lowest responsible price.

22. EXECUTION OF CONTRACT

- A. The Owner reserves the right to accept a Bid, and to reject any and all Bids when such is deemed by the Owner to be in his best interest. The Owner will evaluate the bids and award the contract on the basis of the lowest responsible, responsive bid. The primary basis of award shall be price. The Owner shall be the sole judge of the effect of bid irregularities upon acceptance or rejection of a bid and reserves the right to waive any such irregularities and to require correction of a waived irregularity. One or more bidders may be required to submit information to Owner or its representative to assist in their evaluation of the bid. "A bidder may also be required to participate in an interview during which, among other things, the bidder would be requested to make a presentation regarding its' organization, resources, and its preliminary plan to perform the construction (schedule, means, and methods, etc.)."
- B. The apparent low Bidder shall execute the formal Contract Agreement within five (5) calendar days following its presentation and return it to the Owner.
- C. Each Bidder shall be prepared to commence work within five (5) calendar days following receipt of official written order of the Engineer to proceed or on the date stipulated in such order.

END OF SECTION

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ (hereinafter called the "Principal") as Principal, and _____

_____, a _____ Corporation authorized to transact business in Pennsylvania and having its principal office at _____

_____ (hereinafter called the "Surety") as Surety, are held and firmly bound unto the Hazleton City Authority - Water Department (hereinafter called the Obligee), in the sum of _____ DOLLARS (\$_____), lawful money of the United States of America; for payment of which we may bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on the ____ day of _____, 20_____.

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform the Work under this Contract for the Obligee's proposed **2024 Spring Road Cut Restoration Project** pursuant to Drawings, Specifications and other Contract Documents incorporated into said proposal by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that the proposal be accompanied by bid security to be held by the Obligee on terms embodied herein.

NOW, THEREFORE, the condition of this obligation is that if said Principal shall furnish Performance Bond, Labor and Material Payment Bond, maintenance bond, and Insurance Certificates to the Obligee upon the Obligee's delivery to the Principal of notice of intention to accept his proposal and to make a formal award of contract to him, and shall enter into such contract, all as required by said Contract Documents, then this obligation shall be void; otherwise it shall remain in full force, and the Principal and Surety will pay to the Obligee the full amount of this Bond as liquidated damages and not as a penalty.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

Witness or Attest: _____ (Principal)

By: _____
Witness: _____

By: _____

Hazleton City Authority – Water Department

2024 spring Road Cut Restoration Project

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made as of the ____ day of **July** in the year **2023** by and between **Hazleton City Authority - Water Department** (Owner), 400 East Arthur Gardner Parkway, Hazleton, PA 18201-7356 (hereinafter called the Owner) and _____ (hereinafter called the Contractor). WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

2024 Spring Road Cut Restoration Project

ARTICLE 2 - ENGINEER

The Project has been designed by the Hazleton City Authority – Water Department, 400 East Arthur Gardner Parkway, Hazleton, PA 18201, hereinafter identified as the Engineer. The OWNER or his authorized representative will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

The Work shall be completed before close of availability of locally supplied hot asphalt. Contract Time commences to run as provided in Section 2, Paragraph 2.5 of the General Conditions. Contractor and owner both agree and recognize that time is of the essence with respect to this agreement. The Contractor agrees to pay the Owner as liquidated damages (but not as a penalty) the sum of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00) for each calendar day beyond the Contract Time until the work is completed and accepted by the Owner and \$1500.00 for each incomplete patch.

ARTICLE 4 - CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of the Work in accordance with the Contract Documents in current funds as follows:

See Attached Unit Price Bid Breakdown Forms

Hazleton City Authority – Water Department

2024 spring Road Cut Restoration Project

ARTICLE 5 - APPLICATIONS FOR PAYMENT

The CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be reviewed by the ENGINEER as provided in the General Conditions.

ARTICLE 6 - PROGRESS AND FINAL PAYMENTS

The OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as approved by ENGINEER, on or about the end of each month during the construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for under the General Conditions.

6.1 Prior to Substantial Completion progress payments will be in an amount equal to:

90% of the Work completed, and

90% of material and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made until the Work is 50% complete.

6.2 After the Work is 50% complete, the OWNER shall pay an amount sufficient to increase the total payments to the CONTRACTOR to 95% of the Work Completed, less retainages as the ENGINEER shall determine in accordance with Section 14, Paragraph 14.4 of the General Conditions.

6.3 The sum or sums withheld by the OWNER from the CONTRACTOR after the Contract is 50% completed shall not exceed 5% of the amount due the CONTRACTOR on the remaining Work except as noted in Section 14, Paragraph 14.4 of the General Conditions.

6.4 When the Project is substantially complete (operational or beneficial occupancy), the OWNER will pay an amount sufficient to increase the total payments to the CONTRACTOR above 95% of the Contract Price, less retainages as the ENGINEER shall determine in accordance with Section 14, Paragraph 14.4 of the General Conditions.

6.5 Anything hereinabove to the contrary notwithstanding, the unpaid balance shall at all times, in the judgment of the Engineer, be sufficient to complete the Work and to pay any and all unpaid liens or claims for which the Contractor may be responsible hereunder, and the Owner is hereby irrevocably authorized to withhold such sums from any and all payments otherwise payable hereunder.

6.6 Upon the final completion of the Work, settlement of all claims, and upon provision to the Owner of all final releases and documents as provided in the Contract Documents to the satisfaction of the OWNER, the OWNER shall pay the remainder of the Contract Price to the Contractor.

Hazleton City Authority – Water Department

2024 spring Road Cut Restoration Project

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the Contract between the OWNER and the CONTRACTOR are made a part hereof and consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
- 7.3 CONTRACTOR'S Bid and Bonds
- 7.4 Notice of Award
- 7.5 Notice to Bidders
- 7.6 General Conditions
- 7.7 Specifications
- 7.8 Drawings
- 7.9 Addenda numbers ____ to _____, inclusive
- 7.10 Any Modifications, including Change Orders, duly delivered after the execution of this Agreement.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Any terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 Neither the OWNER nor the CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, the CONTRACTOR shall not assign any monies due or to become due without the prior written consent of the OWNER.
- 8.3 The OWNER and the CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 The Contract Documents constitute the entire agreement between the OWNER and the CONTRACTOR, and may only be altered, amended, or repealed by a duly executed written instrument.

Hazleton City Authority – Water Department

2024 spring Road Cut Restoration Project

ARTICLE 9 - OTHER PROVISIONS

9.1 Construction Schedule: All work as awarded shall be complete by October 31, 2023 or day of asphalt plant close in accordance with the contact documents. This schedule shall apply to milling and overlay projects as well as all patches as awarded.

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

OWNER **Hazleton City Authority
Water Department**

CONTRACTOR _____

BY _____

BY _____

Date

Date

(CORPORATE SEAL)

(CORPORATE SEAL)

ATTEST _____

ATTEST _____

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____

ss: **Hazleton City Authority –
Water Department
2024 spring Road Cut
Restoration Project**

I, _____, of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to law on my oath deposes and say that:

I am of the firm of _____ the bidder making the Proposal and authorized to make this affidavit for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; that all statements contained in said Proposal and in this affidavit are true and correct, that this affidavit on behalf of said company is in compliance with section 102.06 (e) of PaDot Specifications, Publication 408, as amended; and are made with full knowledge that the Hazleton City Authority - Water Department relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of Contractor) (sign)

(type or print name of affiant)

Subscribed and sworn to
before me this ____ day
of _____ 20____.

Notary Public

My commission expires _____, 20_____.

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that

_____ (Contractor)

hereinafter called Contractor, has entered or will enter into an Agreement with the **Hazleton City Authority – Water Department**, hereinafter called the Owner for **2024 Spring Road Cut Restoration Project**.

NOW, THEREFORE, in consideration of the award of said Contract to the Contractor, as well as other good and valuable consideration. Contractor, intending to be legally bound hereby, agrees to indemnify and save harmless the Owner and Engineer from and against all claims, damages, losses and expenses (including attorney’s fees and other expenses) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction of property (real or person) including loss of use resulting therefrom and (b) is also caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or controlled by any one of them regardless of whether or not said claim, damage, loss or expense is caused in part by any of the names parties above.

In any and all claims any of the names parties above, or any of their agents or employees, or any employee of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts anyone or more of them may be liable, the indemnification obligation of the Contractor hereunder shall not be limited in any way by any limits on the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under the Workmens’ Compensation Act, or any disability benefit acts or any other employee benefit act of the Commonwealth of Pennsylvania or any other state.

CONTRACTOR

Attest: _____

By: _____

Date: _____

Title: _____

(SEAL)

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project



AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN’S COMPENSATION ACT

State of)
)
) ss:
)
County of)

being duly sworn according to law deposes and says that they have it has

accepted the provisions of the Workmen’s Compensation Act of 1915 of the Commonwealth of Pennsylvania, with
has his
its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said
its

Act with _____
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

Sworn to and subscribed before me this ____ day of _____ A.D. 20 ____ .

SIGNATURE

My Commission Expires _____ (DATE)

WORKMEN’S COMPENSATION ACT
CERTIFICATION

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Contractor: _____

Address of Contractor: _____

a _____ hereinafter called Principal
(Corporation, Partnership, or Individual)

and (Name of Surety): _____

Address of Surety: _____

Hereinafter called SURETY; are held and firmly bound unto

Name of Owner: **Hazleton City Authority – Water Department,** _____

Address of Owner: **400 East Arthur Gardner Parkway, Hazleton, PA 18201** _____

in the sum of _____

in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ **day of** _____, a copy of which is hereto attached and made a part hereof for the construction of:

HCA 2024 Spring Road Cut Restoration Project

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in duplicate (2) counterparts, each one of which shall be deemed original, this the

_____ Day of _____, 2024.

ATTEST: _____ BY: _____ (s)
(Principal) Secretary Principal

(SEAL)

Witness Witness

Address: _____

Address: _____

ATTEST: _____ BY: _____
(Surety) Secretary Surety

(SEAL)

Witness as to Surety Attorney-in-Fact

Address Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____
(Here insert the name or legal title and address of CONTRACTOR)

As _____ PRINCIPAL, _____ and _____

(Here insert the legal title and address of SURETY)

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania as SURETY are held and firmly bound unto **Hazleton City Authority – Water Department, 400 East Arthur Gardner Parkway, Hazleton, PA 18201**, (herein after referred to as OWNER).

As OBLIGEE, for the use and benefit of CLAIMANTS as herein below defined, in the full and just several sums of _____ lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, said PRINCIPAL is about to enter into a certain CONTRACT with said OBLIGEE, dated _____, (hereinafter called the CONTRACT) for: **HCA 2024 Spring Road Cut Restoration Project**, which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, the condition of this BOND shall be such that:

If the PRINCIPAL shall promptly made payment to all CLAIMANTS as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A CLAIMANT is defined as one having a direct contract with the PRINCIPAL or with a SUBCONTRACTOR of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the CONTRACT, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the CONTRACT.
- 2) The above named PRINCIPAL and SURETY hereby jointly and severally agree with the OWNER that every CLAIMANT as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such CLAIMANTS work or labor was done or performed, or materials were furnished by such CLAIMANT, may sue on this BOND for the use of such CLAIMANT, prosecute the suit to final judgment for such sums as may be justly due CLAIMANT, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- 3) No such suit or action shall be commenced hereunder by any CLAIMANT.
 - a) Unless CLAIMANT, other than one having a direct contract with the PRINCIPAL, shall have given written notice to the PRINCIPAL, OWNER, and SURETY, within (90) days after such CLAIMANT did or performed the last of the work or labor, or furnished the last

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, and SURETY, at any place where an office is regularly maintained for the transaction of the business, or served in the state which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4) The amount of this BOND shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment of SURETY of mechanics' liens which may be filed of record against such improvement, whether or not claim for the amount of such lien be presented under and against this BOND.
- 5) The PRINCIPAL and the SURETY agree that any alterations, changes, or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK may be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any giving the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT, shall not release in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received does waive notice of any alterations, changes, additions, extensions of time, act of forbearance and/or reduction of retained percentage.

NOTE: This Bond is executed and delivered under and subject to the provisions of Act No. 385 of the Pennsylvania General Assembly, approved December 20, 1967, and known as the Public Works Contractor's Bond Law of 1967.

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____ As PRINCIPAL, and

(Here insert the legal title and address of SURETY)

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania as SURETY are held and firmly bound the **Hazleton City Authority – Water Department**, (herein after referred to as OWNER).

As OBLIGEE, for the use and benefit of CLAIMANTS as herein below defined, in the full and just several sums of _____ s DOLLARS (\$) _____) lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, said PRINCIPAL is about to enter into a certain CONTRACT with said OBLIGEE, dated _____, **2023**, (hereinafter called the CONTRACT) for: **HCA 2024 Spring Road Cut Restoration**

Project

which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part hereof as fully as if set forth herein.

Now, therefore, the conditions of this BOND shall be such that:

The PRINCIPAL shall remedy, without cost to the OBLIGEE, all defects which may develop during the **period of one (1) year from the date of HCA acceptance of Contractor’s Certification of Project Completion** by the PRINCIPAL and final acceptance of the OBLIGEE of the WORK performed in accordance with the CONTRACT DOCUMENTS, which defects, in the sole judgment of the OBLIGEE, shall be caused by or shall result from defective or inferior materials or workmanship, and if the PRINCIPAL shall satisfy all claims and demands arising from or related to such defects or growing out of such defects, and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE from any and all costs and damages which the OBLIGEE may sustain or suffer by reason of the failure so to do; and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall be and shall remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes and/or additions to the WORK to be performed in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes, and/or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the WORK in accordance with the CONTRACT DOCUMENTS, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS, and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors, and assigns from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

In Witness Whereof, the PRINCIPAL and the SURETY cause this BOND to be signed, sealed, and delivered this ____ **day of** _____, **2024**.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this ____ **day of** _____, **2024**, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of:

(Individual or Partnership Principal) (SEAL)

(Address)

(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)

(Business Address)

Witness: _____
(Corporate Principal) (Business Address)

BY: _____

(Affix Corporate SEAL)

(Corporate Surety) _____

(Business Address): _____

Attest: _____ By: _____
(Secretary) (Affix Corporate Seal)



2024 Spring Road Cut Restoration Project

A. DEPOSIT OF PROPOSALS.

All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of

DATE

Sealed Proposals will be received on or before 4:00 p.m. , on the above Letting Date.

TIME

Hazleton City Authority
MUNICIPALITY

John G. Synoski
ENGINEER

400 E. Arthur Gardner Hwy.
Hazleton, PA 18201

ADDRESS

Bids will be opened and read at approximately 6:00 p.m. , on the above Letting Date.

TIME

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

1. The contractor proposes to furnish and deliver all materials (including Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIXTURE CERTIFICATION) and to do and perform all work on the following project as more specifically set forth in the Schedule of Prices (Attachments), in accordance with drawings and specifications on file at Hazleton City Authority as well as the supplements and special requirements contained herein and/ or attached hereto and current PennDOT Specifications (Publication 408), except (a) bidders need not be prequalified by PennDOT (Sec.102.01), and (b) Volumetric testing of bituminous paving materials is not required (Sec. 409).
2. If designated as the successful bidder, the contractor will begin work on the date specified in the notice to proceed, or as otherwise provided in the special requirements, and will complete all work by October 15, 2023 or local asphalt plant closure. If all work is not completed on time, liquidated damages will be assessed at the rate of \$500.00 per additional working day and \$1500.00 per incomplete line item.
3. Accompanying this proposal is a certified check or bid bond in the amount of **10%** made payable to the Hazleton City Authority – Water Department as a proposal guarantee which, it is understood, will be forfeited in case the contractor fails to comply with the requirements of the proposal.

B. PROPOSAL OF:

NAME / ADDRESS OF CONTRACTOR

CONTRACTORS CERTIFICATION It is hereby certified as follows:

1. The only person interested in the proposal as principal (s) is (are):

2. None of the above persons are employees of the municipality.
3. This proposal is made without collusion with any other person, firm or corporation.
4. All plans and specifications referred to above and the site of the work have been examined by the contractor. The contractor understands that the quantities indicated herein are approximate and are subject to change as may be required; and that all work is payable on the basis of the unit price listed on the Schedule of Prices. (Attachments).

5. The contractor will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled.
6. The contractor will provide the municipality with a performance bond, labor and material bond, and maintenance bond conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof, and a payment bond, conditioned on the prompt payment of all material furnished and labor supplied or performed in the prosecution of the work, in accordance with the Public Works Contractors' Bond Law of 1967; and an affidavit accepting the provisions of the Workmen's Compensation Act of 1915, as amended.

CONTRACTOR

BY: _____ **DATE:** _____
TITLE:

WITNESSED OR ATTESTED BY: _____ **DATE:** _____
TITLE:

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED

ACCEPTED ON : _____
DATE

Hazleton City Authority
OWNER

BY: _____
TITLE:

BY: _____
TITLE:

BY: _____
TITLE:



ATTESTED BY: _____
TITLE:

GENERAL CONDITIONS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents meanings and definitions shall be taken as per applicable standards of the industry.

1.02 *Terminology*

- A. The words and terms discussed, but not defined, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer/Owner any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary any provision of the Contract Documents.

C. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that does not conform to the Contract Documents

D. *Furnish, Install, Perform, And Provide:*

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

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

GENERAL CONDITIONS

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within Five (5) days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work.
 - 2. a preliminary Schedule of any required Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

GENERAL CONDITIONS

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the constructed schedules
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract.

2.07 *Execution of Contract*

- A. When the OWNER authorizes award of a Contract pursuant to the Contract Documents, the CONTRACTOR shall have five (5) consecutive calendar days from the date of Notice of Award to furnish the required number of counterparts (noted by the ENGINEER) of the executed Agreement.

2.08 *Contractor's Pre-Start Representation:*

- A. CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, utilities, existing drawings, and with all local conditions and all applicable federal, state and local laws, ordinances, permits, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.
- B. The Contractor also represents and acknowledges that no specific tests, borings, investigations or studies were produced or used by the Design Engineer in preparing these Contract Documents. No representation or warranty of any kind is made regarding any other existing, hidden, subsurface, rock, geotechnical or utility information.
- C. Subject to the approval of the Owner, prospective bidders will be permitted to explore the site as may be required at no expense to owner.
- D. The Contractor shall include and it shall conclusively be presumed to have included the aforementioned allocation of risk, responsibility, and costs in the bid price offered by the Contractor.

2.09 *Starting the Project*

- A. Before undertaking any part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

GENERAL CONDITIONS

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

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations: Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean those in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids).

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation.

3.04 *Amending and Supplementing Contract Documents*

GENERAL CONDITIONS

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents.

3.06 *Electronic Data*

- A. Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.07 *Underground/Hidden Facilities:*

- A. The drawings are diagrammatic in nature and attempt to show the general scope of each project. Existing underground/hidden facilities may or may not be shown. The contractor, under PA Act 287 as amended, shall be required to call the Pennsylvania Once Call System (POCS) three business days before any kind of exterior digging occurs with powered equipment. Bidders shall not make a claim for additional compensation for utilities discovered as a result additional utility marks or marks in different locations than those indicated on the plans.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Owner has identified and provided:
 - 1. reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. drawings known to Owner of physical conditions relating to existing surface or

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subsurface structures at the Site (except Underground Facilities).

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

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

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed is of such a nature as to require a change in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such approved differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work. All adjustments must be approved by Owner in writing.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew or should have known of the existence of such conditions at the time Contractor made a final commitment to Owner; or
 - b. the existence of such condition could reasonably have been discovered or revealed, or
 - c. Contractor failed to give the written notice

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is

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based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others.

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

B. Not Shown or Indicated:

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. Engineer's decision shall be binding by all parties.

C. Unforeseen Physical Conditions:

1. CONTRACTOR shall notify OWNER and ENGINEER in writing within twenty-four (24) hours of discovery of any subsurface or latent physical conditions, unusual or extraordinary. ENGINEER will promptly investigate those conditions and advise OWNER in writing if further surveys or subsurface tests are necessary.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. Engineer's decision shall be binding by all parties.

ARTICLE 5 – BONDS, INSURANCE AND HOLD HARMLESS

5.00 General

- A. The insurance coverage specified in this section must be provided by an insurance company with a A+ (Excellent) or better rating of A.M. Bests Company.
- B. Hold Harmless Agreement - The Contractor agrees to indemnify, hold harmless, and defend the following persons and/or entities as well as all of their agents and employees, from any and all liability, resulting from any cause associated with the project including, but not limited to; bodily injury, death and damage to property, arising out of any fault or negligent act of omission or commission by the Contractor, its employees and Subcontractors, in the performance of work undertaken under this contract.
 1. Hazleton City Authority – Water Department
 2. Hazleton City Authority Engineer
 3. Each Municipality in which work takes place
- C. Prior to execution of the Contract, the Contractor shall have his Insurance Agent forward two (2) originally signed copies of a “Certificate of Insurance” to the Owner meeting the requirements set forth herein that affirmatively asserts on the

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“Certificate of Insurance” that the following applies:

1. All insurance companies have a minimum A.M. Best Company rating of A+ (Excellent) or better.
 2. The underlying liability limits are adequate to meet the requirements of the Umbrella Policy.
 3. The Umbrella Policy provides coverage over and above each item checked on the General and Automobile Liabilities shown on the Certificate of Insurance.
- D. The Contractor undertakes to permit no Subcontractor to enter upon or continue performance of this Contract, or any part thereof, unless he provides similar liability insurance coverage as required of the Contractor. All Subcontractors shall furnish the Contractor with Certificate of Insurance or copies of policies. The Contractor shall notify the Owner, in writing, that all insurance requirements have been fulfilled by Subcontractors before start of construction and shall provide Owner copies of all subcontractors insurance Certificate

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor’s obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury.
- B. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the contract requirements, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with all requirements.
- C. Bonds required shall include:
1. **Performance Bond:** The performance bond shall be for the full amount of the Contract.
 2. **Labor and Material Payment Bond:** The labor and material payment bond shall be for the full amount of the Contract.
 3. **Maintenance Bonds:**
 - I. **Standard Maintenance Bond** – Less paving if applicable: This Maintenance Bond shall be in an amount equal to ten percent (10%) of the Base Contract plus Change Orders (excluding paving if applicable) or Five

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Thousand Dollars (\$5,000), whichever is greater.

- II. **Paving Maintenance Bond:** In addition to the standard maintenance bond required in Paragraph “A” above, if applicable, the CONTRACTOR will be required to guarantee all paving for a twelve (12) month period, and a separate maintenance bond for this guarantee in the amount of the one hundred (100%) percent of the installed value of the paving cost including Change Orders shall be provided by the CONTRACTOR.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- C. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.
- D. Requirements for Certificates:
1. Upon acceptance of the bid, the CONTRACTOR shall provide the Owner or Engineer with certificates of such insurance, acceptable to the OWNER, ENGINEER and TRUSTEE. These certificates shall contain a provision that the coverage afforded under the policies will not be cancelled, non-renewed or materially changed until at least thirty (30) days prior written notice has been given to the OWNER. The CONTRACTOR shall be required to replace any expired, non-renewed or cancelled policies in like amount and coverage to the satisfaction of the OWNER.
 2. If the CONTRACTOR fails to take out and maintain for the life of the Project the insurance required hereby or to replace any such expired, non-renewed or cancelled policy, the OWNER may take out and maintain such insurance with such company as they deem satisfactory. Any amounts expended by the OWNER in payment of premiums for such insurance shall be deducted by the OWNER from the amount due to CONTRACTOR for the Work covered by this Contract.

5.04 *Contractor’s Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work

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

1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 5. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph shall:
1. with respect to insurance required by Paragraphs 5.04, be written on an occurrence basis, include as additional insureds Owner and Engineer, and any other individuals or entities identified, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
- C. The Contractor shall carry or cause to be carried for the duration of the Contract, in the form and minimum limits of coverage of insurance as stated herein. Insurance provided shall apply to all operations undertaken by him, his agents, employees, and Subcontractors, for the duration of the project. The General Liability Policy shall name the Hazleton City Authority – Water Department and its Engineer as additionally named insured and same shall be indicated on the Certificate of Insurance.
- D. The Certificate of Insurance must show a 30-day notice of cancellation upon acceptance of the Owner in writing and shall also include a Hold Harmless Clause.
- E. The CONTRACTOR shall purchase and maintain for the entire life of the project, including time extensions, until final acceptance by the OWNER, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees and from claims for injury to or destruction of tangible property and claims insured by usual comprehensive general liability coverage, including the Broad Form General Liability

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endorsement. This includes loss of use resulting therefrom, any or all of which may arise out of the CONTRACTOR's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

1. General Liability including:
 - A. Comprehensive Form
 - B. Premises Operations
 - C. Explosion and Collapse
 - D. Underground Hazard
 - E. Products/Completed Oper. Hazard
 - F. Contractual Liability
 - G. Broad Form Property Damage
 - H. Independent Contractors
 - I. Personal Injury
2. Automobile Liability including:
 - A. Comprehensive Form
 - B. Owned
 - C. Hired
 - D. Non-owned
3. Excess Liability: Umbrella Form
4. Workers' Compensation & Employer's Liability

5. Builder's Risk::

- a. The CONTRACTOR shall purchase and maintain "ALL RISKS" coverage, including flood, earthquake, ground subsidence, theft and water damage. The limits of liability for this insurance shall never be less than the Contract amount, including change orders thereto. This coverage shall commence ten (10) days after the issuance of the Notice of Award and shall be maintained by the CONTRACTOR for the full duration of the Contract until the OWNER has made final payment or notified the CONTRACTOR that all or portions of the project have been insured by OWNER. At no time, until final payment, shall the CONTRACTOR allow the sum of the OWNER- supplied insurance combined with the CONTRACTOR-supplied insurance to be less than the actual Contract amount. This coverage should also include automatic permission to occupy and shall cover the insurable interest of the OWNER, ENGINEER, CONTRACTOR and Subcontractor in the Work.
- b. The OWNER and CONTRACTOR waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the OWNER and ENGINEER. The CONTRACTOR shall require similar waivers by all Subcontractors.
- c. Contractor's Builder's Risk Insurance shall be over, above, and in addition to any existing building insurance of the Owner.

6. Declaration of Coverage's and Limits of Liability

A. General Liability

1. Bodily Injury

(a) Each Occurrence: \$1,000,00

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- (b) Aggregate: \$1,000,00
- 2. Property Damage
 - (a) Each Occurrence: \$
 - (b) Aggregate: \$ _
- 3. Loss of use and claims arising out of CONTRACTOR's operations under the Contract: \$ 1,000,000
- 4. Personal Injury
 - (a) Aggregate: \$ 1,000,000
- B. Automobile Liability
 - 1. Bodily Injury and Property Damaged Combined
 - (a) Each Accident or Loss: \$ 1,000,000
- C. Umbrella Liability
 - 1. Bodily Injury and Property Damage Combined
 - (a) Each Occurrence: \$ 5,000,000
 - (b) Aggregate: \$ 5,000,000
- D. Workers' Compensation and Employer's Liability
 - 1. Workers' Compensation
 - (a) Statutory
 - 2. Employer's Liability
 - (a) Bodily Injury By Accident: \$ 1,000,000 (Each Accident)
 - (b) Bodily Injury By Disease: \$ 1,000,000 (Each Person)
 - (c) Bodily Injury y Disease: \$ 1,000,000 (Policy Limit)
- E. Builder's Risk
 - 1. All Risk Coverage: \$5,000,000 minimum or Contract Amount Plus Change Orders.
- F. Additional Insured (as noted)
 - 1. Hazleton City Authority – Water Department

5.06 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them)

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under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Article 14.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Article 5 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Article 5 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

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Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Article 1, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

5.11 *Additional Bonds and Insurance*

- A. Prior to delivery of the executed Agreement by OWNER to CONTRACTOR, OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance in such form and with such sureties or insurers as OWNER may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids, the premiums shall be paid by CONTRACTOR.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the

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Work and perform construction as required by the Contract Documents.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established as it may be adjusted.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. A proposed item of material or equipment will be considered functionally equal to an item so named if:
 - 2. *Substitute Items:*
 - a. If in Engineer's sole discretion an item of material or equipment proposed by

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Contractor does not qualify as an “or-equal”, it will be considered a proposed substitute item.

- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor.
- c. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use.

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

C. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity whether initially or as a replacement, against which Owner may have reasonable objection.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions.
- C. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- D. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

6.07 *Patent Fees and Royalties*

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

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device not specified in the Contract Documents.

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, he shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings,

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Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work all record documents will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

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

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Values.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

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C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by

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abuse, modification, or improper maintenance or operation by persons other than Contractor.

- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

6.22 *Duties of Contractor - Prevailing Wage:*

- A. The Federal Davis Bacon Prevailing Wage Determination is incorporated and made a part of the contract.
- B. The general prevailing minimum wage rate including contributions for employee benefits as shall have been determined by the Secretary which must be paid to the workmen employed in the performance of the Contract.
- C. The CONTRACTOR shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- D. The CONTRACTOR shall pay no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof set forth in this Section.
- E. The Prevailing Wage requirements shall apply to all work performed on the contract by the CONTRACTOR and to all work performed on the contract by all sub-contractors.
- F. The CONTRACTOR shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- G. The Contractor shall provide that no workmen may be employed on the public work

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except in accordance with the classifications set forth in the decisions of the secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

- H. The Contractor shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classifications. Nothing in the contract, the Act or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Lands and Easements; Reports and Tests

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Article 4 Owner shall make available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.03 Insurance

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

8.04 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.
- B. Bidder's by submission of bid acknowledge that the Owner's in- house engineer shall act as, on, and in behalf of the Owner for all work and responsibilities as noted, described, or required as "Engineer or Owner's Representative" throughout the Contract Documents

9.02 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9.03 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question. All conflicts shall be resolved by Owner.

9.05 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor,

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any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of Application for Payment and accompanying documentation will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. Minor Changes by Engineer: In giving instructions, the ENGINEER shall have authority to make minor changes in the Work without involving any claim for extra cost and not inconsistent with the purposes of the Contract. Except in an emergency endangering life or property, no extra Work or change shall be made unless pursuant to a Change Order from the OWNER signed or countersigned by the ENGINEER, and no claim for an addition to the Contract sum shall be valid unless so ordered.

10.02 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified or supplemented.

10.03 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. Within 15 days, the amount of each applicable

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bond will be adjusted to reflect the effect of any such change.

10.04 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Article 14, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Article 14.

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

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Article 11, required and necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of direct Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim, except as otherwise may be agreed to in writing by Owner.
- B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work
 - 2. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 3. Equipment, material and labor costs not related directly to completing the work

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including idle equipment, machinery, etc.

4. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in this Article.

C. *Contractor's Fee:*

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

- a. For all costs, the CONTRACTOR's Fee shall include no more than ten (10%) percent for overhead and ten (10%) percent for profit.

- D. *Documentation:* Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

- E. *Limitations* The cost of work as estimated or calculated for any line item, allowance or **change order** shall be strictly and only the costs related to completing that specific task. Costs which include any calculation of re-imburement for idle equipment or manpower not required or used directly in or to complete the work shall not be considered in any way.

11.02 *Allowances*

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

B. *Contingency Allowance:*

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

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

11.03 *Unit Price Work*

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

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

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

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

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the Owner.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows;
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum;
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached as per Article 11 on the basis of the Cost of the Work plus a Contractor's fee for overhead and profit.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Article 12. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Time for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

- 12.04 *Limitations:* The cost of work as estimated or calculated for any line item, allowance or **change order** shall be strictly and only the costs related to completing that specific task. Costs which include any calculation of re-imbursement for idle equipment or manpower not required or used directly in or to complete the work shall not be considered in any way.

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

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article.
- B. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the Requirements of the Contract Documents and of any inspections, tests or approvals. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

13.02 Tests and Inspections

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

13.03 Uncovering Work

- A. If any Work is covered contrary to the written or verbal request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase

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in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Article 10.

13.04 *Owner May Stop the Work*

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

13.05 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective.

13.06 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, repair all defective work.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall be responsible for all such costs.

13.07 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence.

13.08 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time (30 days maximum) after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph, Owner shall proceed

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expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Article will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Article.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

B. Review of Applications:

- 1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for

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Payment will constitute a representation by Engineer to Owner, based on Engineer's casual observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will become due, and when due will be paid by Owner to Contractor.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. If Engineer considers the Work substantially complete; Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work.

14.06 *Final Inspection*

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

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Article 5;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner.

14.08 *Final Completion Delayed*

- #### A.
- If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Article 14, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

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ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract;
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. Exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. Incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. Complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. **GENERAL:** To the end that disputes between the OWNER and CONTRACTOR may be minimized and their prompt settlement facilitated, the parties agree that all questions or disputes arising between them shall be settled as follows:
- 1) whenever the CONTRACTOR shall object to any decision by the ENGINEER relating to compensation or any other money payment, he shall, within seven (7) days after the commencement of the event giving rise to the claim for additional money, file a detailed written notice of his objections or of his alleged claim, as the case may be, and in default of such notice, he shall be deemed to have ratified the decision, and to have waived the alleged breach and damages therefore, and to have waived any and all rights and remedies which he might otherwise have had. Contractor shall present all objections to the Owner who shall make all final decisions.
- B. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Article 10 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement.
- C. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

17.02 Computation of Times

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

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

GENERAL CONDITIONS

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

17.07 *Payment of Retainage to Subcontractors*

- A. In the absence of good and sufficient reasons, within ten (10) days of the receipt of payment by the Contractor, the Contractor shall pay all Subcontractors with whom he has contracted their earned share of the payment the Contractor received.

17.08 *Extra Engineering*

- A. Should the completion of the work be delayed beyond the time herein specified for completion for any reason other than the act of neglect by the Owner, and regardless of any extensions of time granted the Contractor, the Contractor shall pay the Owner the actual engineering/construction oversight/construction administration expenses and Owner's expenses incurred as a result of such delay. The Owner may deduct such expenses from payments due or to become due the Contractor.

17.09 *Exclusion of Certain Aluminum and Steel Products*

- A. In Accordance with the Act of July 23, 1968, P.L. 686, No. 226, as revised, no aluminum or steel products made in a foreign country which has been determined by the Commonwealth Court to discriminate shall be furnished or used in completion of any work under these contract documents.
- B. Act No. 226 requires the Court to direct the Prothonotary of said Court to enter the name of any foreign country so determined in the Foreign Registry Docket maintained by the Prothonotary.

17.10 *Time for Completion and Liquidated Damages*

- A. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed within the days indicated in the notice to proceed.
- B. It is hereby understood and mutually agreed, by and between the Contractor and Owner,

GENERAL CONDITONS

that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.

- C. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified.
- D. The work on the Contract is to be completed within the number of days specified on the Project Time Line from the date of "Notice to Proceed" as issued by the Owner, or its designee. Should Contractor fail to complete all work or any part of the work by the specified completion date, then the Owner shall notify the bonding agent and assess a liquidated damage in the amount of Five Hundred Dollars (\$500.00) per calendar day for each day the project remains incomplete. In addition to the liquidated damages, the Contractor shall be liable for all costs and fees incurred by the Owner due to the overrun.

17.11 Pennsylvania Human Relations Commission

- A. Pursuant to the provisions of Act No. 222 of 1955 of the General Assembly of the Commonwealth of Pennsylvania, approved October 27, 1955, as amended, known as the "Pennsylvania Human Relations Act," and in accordance with the provisions of the regulations of the Pennsylvania Human Relations Commission set forth at 16 Pa. Code, Chapter 49, the following provisions are hereby made a part of the Specifications and all CONTRACTORS and Subcontractors agree to be bound thereby.

17.12 Nondiscrimination Clause

- A. During the term of this Contract, CONTRACTOR agrees THAT:
 - 1. CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. CONTRACTOR shall post in conspicuous places available to employees, agents, applicants for employment and other persons, a notice setting forth the provisions of this nondiscrimination clause.
 - 2. CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
 - 3. CONTRACTOR shall send each labor union or workers' representative with

GENERAL CONDITIONS

which it has a collective bargaining agreement or other contract understanding a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by CONTRACTOR.

4. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that CONTRACTOR had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the CONTRACTOR was not on notice of the third party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons so that CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49, and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication be terminated or suspended in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further Commonwealth contracts and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
7. CONTRACTOR shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency and the Human Relations Commission for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to Section 49.35 of this Title (relating to information concerning compliance by contractors). If CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
8. CONTRACTOR shall actively recruit minority Subcontractors or Subcontractors with substantial minority representation among their employees.
9. CONTRACTOR shall include the provisions of this nondiscrimination clause in every Subcontract so that such provisions will be binding upon each Subcontractor.
10. The terms used in this nondiscrimination clause shall have the same meaning

GENERAL CONDTIONS

as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11. CONTRACTOR obligations under this clause are limited to the CONTRACTOR's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Section 01010
SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 SCOPE

- A. General: The intent and meaning of the Contract Documents require that the Contractor, under the terms of his contract, shall take such action as necessary and required to provide labor, plant, materials, equipment, transportation, facilities and appurtenances thereto, which are indicated, or reasonably implied by the Contract Drawings and the Specifications, all of which are collectively necessary and required for the execution of the Work. All work shall meet or exceed PaDot Standards.
- B. Description of Work: The Work shall be constructed under a Lump Sum Contract. In general the work shall consist of asphalt paving and patch repair in compliance with all contract documents. Contractor shall be responsible for all environmental protection, removal and disposal of materials. Contractor shall be responsible for protecting all adjacent property and homes from damage and/or debris during all work. It is the Bidder's responsibility to assure that all Work as indicated on the Contract Drawings and Specifications is included in the appropriate bid line items.
1. All Pavement Design Wearing Surface shall be .3 – 3.0 million ESAL's. Paving shall be placed in compliance with PaDot requirements if temperature is 40 degrees and rising. Contractors shall provide PaDot material certifications and shall include daily compaction testing of all final wearing course placed.
 2. Projects may be awarded individually or as a whole to the lowest responsible bidder based on cost, ability to perform, experience, and any other factors as outlined in the Contract Documents.
 3. Bids will be accepted for individual projects (Attachments), bidders are not required or mandated to all projects.
 4. The Authority will be responsible for all municipal permits and related costs except those which contractors may require to be authorized to work in a municipality.
 5. Bidders shall provide costs based on units indicated. Where indicated, the cost per ton should equate to S.Y. cost based material type and depth. Where indicated, payment will be made on the S.Y. price unless field conditions require modifications to the placement depth.
 6. Contractors shall include a minimum 6 foot wide x width of street milled paving notch at start and end of project as well as each side street tie in. All other milling required to complete tie ins, to profile road, to remove high spots, and to clean patches or as required and not indicated or described on the bid form are considered incidental costs to completing the scope of work and shall be assumed to be included in the bid price.
 7. Bidders shall visit site and make all such assessments to complete all work.
- C. The Owner is the Hazleton City Authority - Water Department.

1.2 PERMITS AND REGULATIONS

The Contractor is referred to the General Conditions, Section 6, for further information regarding permit requirements.

The Contractor's responsibility includes compliance with all Federal, State, OSHA, EOA, and Local regulations or permits which in any way affect the work or implementation of the project.

The Owner shall be responsible for all inspection fees required by all agencies.

1.3 EXISTING CONDITIONS

Refer to the Instructions to Bidders for the Contractor's responsibility for his knowledge of all existing conditions. Contractor shall include all risks and costs of excavation and shall conform to all permit requirements for surface, sub-surface, and pavement restoration.

The Contractor is advised that if during construction he damages any area outside the limits of work, it shall be his responsibility to replace all areas to their original condition. No additional compensation shall be provided for replacing the paving or any other item in kind outside the limits of work.

1.4 CONTRACTOR'S USE OF THE PREMISES

The Contractor shall limit his use of the premises for Work and for storage, to allow for:

- A. Work by other contractors
- B. Owner occupancy

The Contractor shall coordinate use of premises with Engineer. He shall assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site. He shall move any stored Products, under Contractor's control, which interfere with operations of the Owner or other separate Contractors. He shall obtain and pay for the use of additional storage or work areas as needed for operations. The Contractor shall not park vehicles or equipment in front of driveways, fire hydrants, or other restricted areas.

1.5 SPECIAL PRECAUTIONS

- A. General: The Contractor shall protect all trees outside of construction limits. The Contractor shall, when working in areas where overhead wires are encountered, take special precautions. If necessary, wires shall be removed and temporary services placed. The cost for this work shall be included in the price of the pipe.
- B. Existing Utilities
 - 1. The area in which the pipelines, building, and appurtenances are to be constructed under this Contract may contain existing underground utilities and structures which are not shown on the Drawings. The data pertaining to size, location and depth of the existing underground utilities and

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- structures that are shown on the Drawings are for general information only.
2. The Contractor shall make appropriate arrangements with the utility companies fourteen (14) days before he starts construction to provide for services necessary to complete the work. The Contractor shall comply with all protection requirements for the existing utilities.
 - a) Prior to construction, the Contractor shall determine in the field the exact location and depth of all affected existing utility lines in accordance with Pennsylvania Act 1986-172 which amends Act 1974-287.
 - b) In order to determine if a deviation in horizontal or vertical location of the pipeline may be required, the Contractor shall plot the actual location and depths of utilities on the Contractor's record drawings. The Contractor shall report to the Engineer a minimum of five (5) days before the start of construction if an interference is apparent.

C. Rights-of-Way

1. When temporary rights-of-way are to be used by the Contractor for installation of pipelines, excavated material and construction materials are not to be stored in these rights-of-way. Private property items damaged by the Contractor within these temporary rights-of-way shall be replaced in kind at the Contractor's expense.

PART 2 - SPECIAL CONDITIONS

2.1 RECOMMENDED GENERAL SEQUENCE OF CONSTRUCTION

Contractor shall be responsible for entire sequence of construction.

2.2 COORDINATION OF WORK

The Contractor under this contract shall coordinate construction with regard to all work including but not limited to the following:

- A. Limits of contract and connections to existing.
- B. Use of roads and entrances.
- C. Storage/staging areas.
- D. Job trailers and associated utilities.
- E. Coordination with Municipality to clear street of parked cars

END OF SECTION

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

Section 01060 MOBILIZATION AND CLOSEOUT

PART 1 - MOBILIZATION

1.1 SCOPE

Mobilization shall consist of initiating the Contract and may include such portions of the following as required at the beginning of the project:

- A. Setting up the Contractor's general plant, shop, storage areas and other facilities as may be required by the Specifications, by local or State law or by regulation.
- B. Providing access to the project site.
- C. Protecting existing utilities.
- D. Providing required insurance.
- E. Providing, obtaining, and payment of all required bonding, permits, and licenses shall not be included in mobilization. These items shall be included in the appropriate line item of the bid breakdown and shall be limited to actual invoice amounts.

1.2. MATERIALS

Materials under this part of this Specification are limited to those required for mobilization for the Contractor but not intended for incorporation in the completed Contract.

1.3 EXECUTION

All equipment required to diligently start the Contractor's construction work shall be on the site in satisfactory operating condition. The physical construction of facilities including field office, personnel and equipment shall be set up and operating at the required efficiency to diligently pursue the work.

PART 2 - CLOSE-OUT

2.1 CLEANING UP

Final cleaning shall be performed after the work is completed, tested and approved and immediately before turning the work over to the Owner.

Cleaning materials shall be free from harmful abrasives and shall be acceptable to the manufacturers of the materials on which they are used.

The Contractor shall remove all his field offices, storage facilities and any other materials or items that were used by him during the construction and not incorporated into the project. He shall leave these temporary service areas in a clean condition and repair or replace any damaged areas ready to be turned over to the Owner. The Contractor shall seed and sod as required.

2.2 FINAL RESTORATION

In addition to the requirements specified in the various Sections of these Specifications the Contractor shall make final restoration of all areas disturbed by his temporary construction facilities such as, but not limited to, office and storage trailers.

In general, the Contractor shall repair all walks, roadways and any other areas damaged during construction, inside or outside the construction zone, to the satisfaction of the Owner.

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PART 3 - PAYMENTS

3.1 FINAL PAYMENT

Final Payment shall be payable to the Contractor when he has performed the following:

- A. Completed all of his work, including punch list and extra work.
- B. Cleaned up and made final restoration.
- C. Delivered all required documents enumerated in the Specifications including, but not limited to, the following:
 - 1. Required warranties and guarantees
 - 2. Special bonds
 - 3. Equipment and material certifications from manufacturer(s)
 - 4. Certificates from regulating agencies and/or authorities
 - 5. Record drawings
- D. Delivered the following properly executed:
 - 1. Contractor's Affidavit
 - 2. Statement of Surety Company (with Power of Attorney and Statement of Surety's Financial Conditions)
 - 3. Maintenance Bonds (with Power of Attorney and Statement of Surety's Financial Conditions)
 - 4. Contractor's Release: The remaining fifteen percent (15%) of this item will be payable with final payment request at the total completion of the project.

END OF SECTION



ATTACHMENT 1A

TO MS - 944 (PaDOT PATCHING PROPOSAL 2024)

County: Luzerne Municipality: Varies

Location of Work: Street as Indicated

LOCATION: Various patch repair in locations as indicated.

DESCRIPTION OF WORK: All work shall comply with PaDot Permit provided and include the following work as applicable:

Patch locations indicated below shall be repaired in compliance with the contract documents and PaDOT State Standards including but not limited to: (1) all required traffic control; (2) saw cut to full depth of existing sub-base 1' beyond edge of existing patch; (3) excavation and disposal, cleaning, sweeping and tack coat; (4) sub-base compaction and prep as required; (5) All Padot backfill compaction testing by 3rd Party, (6) 25mm compacted base course to min. depth indicated or to match existing; (7) Mill to depth of existing top, min. 1.5 inch or as indicated with wearing course of Superpave Asphalt Mixture Design 9.5 mm, PG 64-22, 0.0 to 0.3 million ESALs, SRL "M" as indicated; (8) edge seal all joints SRL "M". (Note: Milling and/or excavation shall occur before the sweeping and tack); (9) Restoration of any line painting to match existing, all shoulder restoration, all miscellaneous and incidental work, clean up and demobilization.

ESCALATOR CLAUSE:

SCHEDULE OF PRICES					
Item No.	Approximate Quantities	Unit	*Description	Unit Price	Total
1			23rd & Grant Street Intersection		
	40	Tons	75' x 40' Full Width 2" Mill & Overlay 23 rd		
	5	Tons	35' x 10' Full Width 2" Mill & Overlay Grant		
2			Chestnut & Franklin Street Overlay		
	20	Tons	65' x 25' Full Width 2" Mill & Overlay		
3			1614 Terrace Blvd. & Dina Street Overlay		
	26	Tons	60' x 35' Full Width 2" Mill & Overlay		
4			107 Coxe St & Terrace Blvd. Overlay		
	28	Tons	65' x 35' Full Width 2" Mill & Overlay		
5			Roberts & Johns St Overlay		
	28	Tons	65' x 35' Full Width 2" Mill & Overlay		

* DESCRIPTION:

Must include ADT on wearing surfaces. Use of cutback asphalt is prohibited between May 1st and Oct 31st except as noted in bulletin no. 25. For option or phase bids the totals for each must be included.

SUMMARY OF ALL HCA 2024 PAVING	
BID TOTAL FOR Items 1 thru 5 Above	

**Section 02602
PAVING**

PART 1 - GENERAL

1.1 SCOPE

- A. Provide all labor, material and equipment to furnish and install all repaving in areas of paving disturbed or damaged by the construction work and as indicated in the field or directed by HCA or its designee.
- B. All work shall be in accordance with all Contract Documents and/or as specified herein.
- C. The Contractor and Engineer shall, prior to construction, make a visual reconnaissance of all paved areas, determining the actual condition of the paving. Notes, photographs, etc., shall be made by the contractor and provided as supporting documents with each invoice. Coordination of inspection shall be the responsibility of the Contractor.
- D. If during the construction work the Contractor damages existing paving outside the limits of paving, even though he previously determined that he would not damage the paving, it shall be his responsibility to replace the paving outside the paving limits to its original condition. No additional compensation shall be provided for replacing the paving in kind outside the limits of paving.
- E. It shall be the Contractor's responsibility to comply with all applicable PENNDOT specifications.

1.2 QUALIFICATIONS

- A. Applicable Specifications
 - Commonwealth of Pennsylvania, Department of Transportation Specifications, Pub. 408.
 - Commonwealth of Pennsylvania, Department of Transportation, "Occupancy of Highways by Utilities," 67 PA Code Chapter 459.
 - Commonwealth of Pennsylvania, Department of Transportation, "Bituminous Concrete Mixtures, Design Procedures and Specifications For Special Bituminous Mixtures," Bulletin 27.
 - Commonwealth of Pennsylvania, Department of Transportation, "Specifications for Bituminous Materials," Bulletin 25.
- B. Qualifications

Contractor shall have a minimum of five (5) years' experience in paving and must own, lease, and use the proper equipment as required by Pennsylvania Department of Transportation. It is the intent to enter into this agreement directly with the contractor completing the repair work. General Contractors who sub-contract the excavation and/or paving will not be accepted due to the required response time guarantee and potential delay due to other commitments of sub-contractors.

Contractor shall submit certified copies of all insurance coverage as required by this contract and shall immediately notify the HCA of any and all changes to coverage or carrier.

By submitting a bid for this annual contract contractor acknowledges that he will mobilize and respond to each repair as directed within three (3) business days or less of verbal or written notice to proceed. The HCA may, solely at its option and discretion, submit a claim on the contractor's annual performance bond for 10% of the amount of each repair not addressed within three (3) business days.

1.3 NOTIFICATIONS

The Contractor shall be responsible to notify all companies and authorities that have existing utilities in the street repair area to raise their valve boxes, manholes or other affected system appurtenances as required and if necessary. .

The Contractor shall be responsible to meet a representative of HCA on site of each repair and identify the limits each repair and agree on final quantity. Limits of repair shall be clearly marked by a white painted outline with the PaOne Call limits clearly identified. Contractor shall then be solely responsible for immediately completing the PaOne Call notification for each street repair.

1.4 SUBMITTALS

Contractor shall submit complete list of all suppliers for acceptance by the HCA. Contractor shall have a minimum of two (2) sources approved. Shop drawings of all proposed materials showing compliance with PaDot standards shall be submitted for approval from each supplier. Certified backfill "proctor" and "Sieve/gradation" analysis shall be provide with maximum density estimates.

Contractor shall submit for the HCA/Engineer's review all hot mix paving designs and the type of "Winter Mix" temporary repaving that will be used during the winter months.

Contractor shall provide two (2) originals of all required insurances.

Contractor shall at the time of request for final payment provide a twelve (12) month paving maintenance/guarantee bond for all final pavement restoration (excluding any temporary pave).

Contractor shall submit delivery tickets to HCA\Owner or designated inspector daily. Delivery must be directly from the plant, no off site or temporarily stored material shall be allowed. A copy of all delivery slips shall be included with any application for reimbursement. Payment will not be considered without delivery slips.

Contractor/Bidders shall base their quote on the PennDot's Zone 1 (Districts 3-0, 4-0, 5-0, 6-0, and 8-0) posted monthly index price for asphalt cement (PG 64-22) using price data obtained on the due date of the bids. The Owner shall waive the 100 ton provision limiting application of this adjustment. Bidders shall submit certification of the posted index price with their bid. Each application for payment shall include the certification of adjustment calculations in accordance with Pub 408 section 110.04 based on tons placed.

1.5 DEFINITIONS

The word "shall" is always mandatory and not merely directory.

Whenever in this Specification the words "directed", "required", "permitted", "ordered", "designated", "prescribed" or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the HCA/Owner is

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2024 Spring Road Cut Restoration Project

intended; and similarly, the words "approved", "acceptable" or "satisfactory" or words of like import shall mean approved by, acceptable to or satisfactory to the HCA/Owner.

The following words, terms and phrases when used in this Specification shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

APPLICATION FOR A PAVE CUT PERMIT - A form provided to Contractor by the Municipality noting pertinent data for the purposes of inspection and control by the Municipality and constituting a receipt for services performed by the Municipality.

MUNICIPALITY - The Municipality in which the road repair is located. HCA may elect to authorize work in any location of new or proposed water utilities including but not limited to: City of Hazleton, Hazle Township, West Hazleton Borough, Beaver Meadows, Mahanoy Township, Jeddo Borough, Freeland Borough, Banks Township, Foster Township, Delano Township, Packer Township, Lusanne Township, and Butler Township.

MUNICIPALITY PAVE CUT LOG - A chronological record of pave cuts as reported to the Municipality, containing pertinent data as required by the Municipality for the purposes of inspection and control.

CONTRACTOR – Any individual person, entity, organization, corporation, limited liability company or partnership, whether in business for profit or not, hired, contracted or merely performing a job, supplying labor and materials and providing staff if needed to also include any general, independent and approved sub-contractor.

EMERGENCY REPAIR - Work necessitated by the rupture or sudden malfunction of existing underground facilities and so declared by the HCA/Owner.

EXCAVATION – The act or process of excavating by the cutting, scooping, removing or digging out of any material whatsoever.

FACILITIES - All the plant and equipment of a public utility, including all tangible and intangible real and personal property without limitations and any and all means and instrumentalities in any manner owned, operated, leased, licensed, controlled, furnished or supplied for, by or in connection with the business of any public utility.

INSPECTION - A careful or critical investigation not necessarily confined to optical observation but is understood to embrace tests and examination for the purpose of ascertaining quality and compliance as prescribed in this specification and discovering and correcting errors.

MUNICIPAL CORPORATION - All cities, municipalities, towns, townships or counties of this Commonwealth and also any public corporation, authority or body whatsoever created or organized under any law of this Commonwealth for the purpose of rendering any service similar to that of a public utility.

PAVEMENTS - Riding surfaces of machine-laid asphalt over a base of concrete, brick, Belgian block, crushed stone, bituminous concrete or oil and stone. Any hard surface structured in such a way to form the surface of a street as defined herein to also include the shoulder.

PENNDOT - The Commonwealth of Pennsylvania Department of Transportation.

PERSON - Individuals, partnerships or associations other than corporations and includes their lessees, assignees, trustees, receivers, executors, administrators or other successors in interest.

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PUBLIC UTILITY:

- (1) Persons or corporations now or hereafter owning or operating in the Commonwealth equipment or facilities for:
 - (a) Producing, generating, transmitting, distributing or furnishing natural or artificial gas, electricity or steam for the production of light, heat or power to or for the public for compensation.
 - (b) Diverting, developing, pumping, impounding, distributing or furnishing water to or for the public for compensation.
 - (c) Transporting or conveying natural or artificial gas, crude oil, gasoline or petroleum products by pipe lines or conduit for the public for compensation.
 - (d) Conveying or transmitting messages or communications by telephone or telegraph to the public for compensation including cable television signals.
 - (e) Sewage collection, treatment or disposal for the public for compensation.

- (2) The term "public utility" shall not include:
 - (a) Any person or corporation not otherwise a public utility who or which furnishes services only to himself or itself;
 - (b) Any bona fide cooperative association which furnishes services only to its stockholders or members on a nonprofit basis; or
 - (c) Any producer of natural gas not engaged in distributing such gas directly to the public for compensation.

SERVICE - Used in this Specification in its broadest and most inclusive sense and includes any and all acts done, rendered or performed and any and all things furnished or supplied and any and all facilities used, furnished or supplied in the performance of their duties under this Specification to their patrons, employees, other public utilities and the public, as well as the interchange of facilities between two (2) or more of them.

SPECIAL PAVEMENT - Riding surfaces of concrete, brick, Belgian block or cobblestone.

STREET - Includes any street, highway, road, lane, court, alley or place of whatever nature, whether dedicated or not, open to the use of the public as a matter of right for purposes of vehicular travel.

UTILITY – Any entity that provides services such as, but not limited to, water, sewer, gas, electricity to members of the public to also include any general, independent, sub-contractor, or any entity included in the definition of Contractor that is performing services on behalf of any utility.

UTILITY RELOCATION/REPAIR - The adjustment, repair, replacement or relocation of utility facilities as required, such as removing or reinstalling the facility, moving or rearranging existing facilities, changing the type of facility and any necessary safety and protective measures, and repair of broken or damage pipe by the HCA/Owner. It shall also mean the construction of a replacement facility functionally equal to the existing facility where necessary for the continuous operation of the utility service, the project economy or sequence of street construction.

WORK - The furnishing of all materials, labor, equipment and other incidentals necessary or convenient to the successful completion of the project and the fulfillment of all duties and obligations imposed by this Specification

1.5 PERMITS

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

A. PERMIT REQUIRED

Contractor shall notify each municipality where the work is located and shall be responsible for all contractor permits/licenses. Contractor shall be responsible to notify PaDot of all work in PaDot right of way.

B. INSURANCE PROTECTION

The applicant shall protect, defend, indemnify and save harmless the HCA, Owner, Engineer, and Municipality, its officers and/or agents thereof from all claims, suits, actions and proceedings of every nature and description which may be brought against the HCA or Municipality, its officers or agents thereof for or on account of any injuries or damages to persons or public or private property because of any materials or appliances used in the work or by or on account of improper materials or workmanship or for or on account of any accident or any other act, negligence or omissions of said contractor or his agents, servants or employees, and the Owner shall not in any way be liable therefor during the period of the work progress and the one year guaranty period following the completion of the work.

C. SAFETY PRECAUTIONS

During the progress of the work, the applicant shall provide and maintain such barricades, warning signs and flag persons necessary to prevent accidents to the public and/or adjoining tenants. At a minimum, precautions must include, but should not be limited to, advance warning signs on all approaches to the work, safe crossing for pedestrians with barricades, and flashers on the exposed traffic side of all work at a minimum of 50 foot intervals. All precautions shall be in accordance with the Manual of Uniform Traffic Control Devices as adopted by the United States Department of Transportation Federal Highway Administration, 1971, Part IV, Traffic Controls for Street and Highway Construction and Maintenance Operations. All safety precautions shall be subject to approval by the Municipality.

D. ROAD CLOSING PROHIBITED; LANE CLOSING RESTRICTIONS

No Street in the Municipality may be completely closed to traffic at any time. One (1) lane of traffic must be able to pass unobstructed at all times. Flag persons must be posted at the limits of work at all times to direct traffic through the work area, and all established traffic patterns must be maintained at all times. If all other means of traffic control have been exhausted, the contractor must obtain written approval of the municipality to completely close the road temporarily.

E. TIME LIMITS FOR COMPLETING WORK

For small area pave cuts (under 50 feet), the Contractor shall be required to complete the restoration as directed within two (2) days of issuance of the Notice to Proceed and within forty-eight (48) consecutive hours of the initial cut, whichever comes first. Work on long cuts, those over fifty (50) feet in length, shall proceed in a continuous manner from the first cut. All work shall only occur during normal business hours (7 am to 5 pm) Monday thru Friday and excluding any holiday or other day the Municipality is closed.

F. SCHEDULING

All excavations shall be commenced and completed by the use of reasonable work force and shall only occur during normal business hours (7 am to 5 pm) Monday thru Friday and shall not occur on any holiday or other day the Municipality is closed. Adequate steel plates installed as per PaDot guidelines shall be required over the excavation while it is not being worked to ensure full traffic flow. The maximum length of the opening in the roadway shall be one hundred (100) feet unless otherwise authorized by the municipality in writing. .

G. REMOVAL OF EXCAVATED MATERIAL; BLOCKING OF HYDRANTS PROHIBITED

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

All excavated material shall be removed daily at the cessation of work. Contractor shall provide certification of the disposal of all material and written acceptance by the owner of the land receiving the material. All gutters and drainage devices shall be kept clean of all debris and excavated material. Fire hydrants adjacent to the work shall be at all times readily accessible to fire apparatus, and no materials or obstructions shall be placed within fifteen (15) feet of any hydrant.

H. WASTE MATERIAL (EXCAVATED)

Excavated material shall be considered waste and shall be properly disposed and documented by the contractor. In no case shall waste material be left or disposed of at the work site. Complete cleanup and disposal is solely the responsibility of the contractor.

I. EQUIPMENT USED FOR OPENINGS

Power-driven saws or air hammers shall be used on all cuts in Portland cement or asphalt pavements. The full depth cuts must be of sufficient depth to provide a smooth edge. Openings in brick or Belgian block based streets shall be of sufficient width to expose one-half (1/2) row of undisturbed interlocking stone. No pavement busters, such as drop hammers, hoe rams and the like, shall be used in any way.

J. PRESERVATION OF SPECIAL TYPE PAVEMENTS

The removed riding surface of brick, Belgian block or cobblestone, tiles or other special surface shall be preserved at the work site for restoration after the opening has been backfilled.

K. EXCAVATION AND DEWATERING OR SHORING

The contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means for excluding and removing water from trenches and other parts of the work and for preventing the slopes from sliding or caving. Contractor shall in all cases of dewatering used a properly sized sediment bag on all discharges of dewatering pumps. The contractor shall furnish and employ such stay-bracing, sheeting, shoring, pumps, etc., as may be necessary for the proper completion of work, the protection of property and the safety of the public and employees of the contractor and of the Municipality; all in accordance with the current regulations of the applicable safety code and pertinent local, state or federal ordinances and regulations.

L. RESPONSIBILITY FOR DAMAGES

In the event that a cut is made and, upon inspection, damage to another utility's underground facilities is discovered, it shall be the responsibility of the party making the cut to contact the all concerned pertinent utilities to instruct them to have representatives inspect the condition before any backfilling is begun. The flow of all sewers, drains, gas, house connections, utility lines and laterals and watercourses met with shall be maintained and provided for by the contractor without damage or nuisance to other parties. All existing connections shall be restored at no additional cost to HCA/owner.

PART 2 - PRODUCTS

2.1 MATERIAL FOR BACKFILLING

All work must be completed within the confines of the specifications of the Pennsylvania Department of Transportation (PA DOT) as set forth in 67 Pa. Code, Chapter 459 governing occupancy of highways by utilities and Department of Transportation Design Manual part 5 – Utility Relocation, as well as Section 401.3(f), 305, 421, and 420 of the Pennsylvania Department of Transportation Publication 408. All work areas must be cleanly and neatly saw cut to full depth of existing pave.

The preferred and backfill method is utilizing PA DOT approved flowable concrete backfill. After placement of flowable fill Contractor shall mill and provide steel plate covers for minimum 24 hours curing period prior to placement of final pavement restoration. (No temporary pave would be required). Steel plate covers are to be hot patched and or pinned as required. Saw cut shall be to a depth of one and a half (1½”) or the depth of the existing paving, whichever is greater, for the length of the opening. Use of flowable fill requires only initial saw cut.

2.2 AGGREGATE

The crushed aggregate shall conform to the applicable provisions of Section 703, AGGREGATES, in Commonwealth of Pennsylvania, Department of Transportation Specifications, Publication 408.

2.3 BITUMINOUS MATERIALS

The bituminous materials shall conform to the applicable provisions of Bulletin No. 25 of the Commonwealth of Pennsylvania, Department of Transportation.

2.4 CONCRETE MATERIALS FOR STREETS

The concrete materials for streets shall conform to the applicable provisions of Section 704, CEMENT CONCRETE, in Commonwealth of Pennsylvania, Department of Transportation Specifications, Publication 408.

PART 3 - EXECUTION

3.1 GENERAL

- A. Permanent bituminous paving mixtures shall not be placed between October 31 and April 1 without approval from the Authority.
- B. Backfill shall be compacted by means of mechanical rammers, vibrators or by pneumatic tampers. Hand tampers only shall be used around the pipe or structure or as approved by the Owner until a minimum of 18” cover above the pipe is reached. All voids along the sides of the trench, behind sheeting, under bracing or other objects, shall be completely and carefully filled, using such fine materials, hand labor and tools as may be necessary. Backfill shall be placed in layers not to exceed six (6”) inches if a tamper or wacker is used or in layers not to exceed twelve (12”) inches if approved vibratory compaction equipment is used. All backfill materials shall be compacted to one hundred percent (100%) of the maximum dry density as determined by AASHTO T-99 Method C. Backfill material shall not be allowed to be dropped into the trench from a height greater than five (5) feet from the top of the existing backfill in the trench.

3.2 PERMANENT PAVEMENT RESTORATION

- A. Permanent pavement restoration shall be required as directed and shall be performed by the Contractor as follows:

The Contractor shall restore all areas disturbed by the work; such restoration shall meet Department of Transportation specifications, for both materials and workmanship. All pavement design shall meet 0.3 to 3 million ESAL's. All existing pavement shall be saw cut back 1'-0" on each side as per sketch attached to this Ordinance labeled "Pavement and Trench Detail", entire work area shall be milled to depth of one and one-half inch (1-1/2"), all edges shall be tack coated prior to any pavement restoration, and all final edges of work shall be sealed.

Hazleton City Authority – Water Department

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1. Prior to replacement of the base course, if alternate restoration is used, an additional one (1) foot outside of each edge of the opening shall be saw cut, in a neat straight line, to the top elevation of the existing aggregate subbase or stone base course, and the detached material shall be removed. All existing pavement edges shall be tack coated prior to restoration.
 - a. Exposed vertical and horizontal surfaces shall be prepared under Section 401.3(f) of PennDOT Publication 408.
 2. The base course shall consist of bituminous concrete meeting the requirements of Section 305 of PennDOT Publication 408. The base course material shall consist of hot mix, hot laid superpave 25.0 mm base material and shall have a minimum depth of five (5) inches or a depth equal to the existing base course, whichever is greater.
 3. If required by existing conditions or directed by the Municipality or Owner/HCA, a binder course shall also be provided consisting of 19.0 mm material meeting the requirements of Section 421 of PennDOT Publication 408. The binder course shall have a minimum depth of two and a half (2½”) inches or depth equal to the existing binder course, whichever is greater.
 4. If required by existing conditions any rock choke base, brick, or concrete shall be replaced with new 3,000 psi concrete at a depth to match existing and doweled 18” o.c. to any existing concrete as per applicable PA DOT Standard.
 5. Wearing Course. Any surface course shall consist of constructing a wearing course of hot-mixed, hot-laid Superpave 9.5 mm wearing course on the above prepared base course to a depth of not less than one and a half (1½“), after compaction. The materials and construction methods shall be in strict accordance with the requirements of Section 409 – “Superpave Mixture Design, Standard and Restricted Performance Specification (RPS) Construction of Plant Mixed HMA Courses” of PA DOT Specifications. The bituminous surface course shall be rolled with a vibratory roller.
- B. **Additional restoration.** Additional permanent pavement restoration shall be required and shall be performed by the Contractor in accordance with the contract at no additional cost as follows:
- (1) Additional disturbed portions of the street, including but not limited to slopes and appurtenances and structures such as guide rails, curbs, signs, markings, drain pipes, driveways and vegetation, shall be restored by the utility or contractor to a like new condition.
 - (2) All damaged areas outside of trench installation caused directly or indirectly by work of this Contractor shall be restored in kind.
 - (3) Aggregate used in a bituminous overlay wearing course shall comply with skid resistance level (SRL) criteria specified in PennDOT Design Manual, Part 2, Chapter 11.
 - (4) If an opening is made in a bituminous concrete pavement within three (3) feet from the edge of pavement or other longitudinal joint or opening, the surface restoration shall be extended to the edge of pavement and full width of lane. Any restoration adjacent to a curb shall be sealed in accordance with item eight (8) below.
 - (5) At each end of an overlay, the Contractor shall provide a minimum three (3) foot

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

overlay transition with a diagonal paving notch, under PennDOT Roadway Construction Standard RC-28M, by milling or other authorized method.

- (6) The transition areas at each end of an overlay shall follow the contour of the surrounding surface.
- (7) When any pavement markings are covered or destroyed by the permitted work, including overlays, they shall be replaced with temporary pavement markings, under PennDOT 203.72 (relating to temporary pavement markings) before opening the disturbed pavement to traffic. When the pavement surface is restored, pavement markings that were covered or destroyed shall be replaced in their former location. All removed road marking shall be replaced in kind after completion of final paving.
- (8) Sealing. Restored openings in the pavement or paved shoulder shall be sealed under Section 401.3(j)(3) of PennDOT Publication 408 in the case of bituminous concrete or Section 501.3(n) of PennDOT Publication 408 in the case of cement concrete.

C. **Full Lane Overlay:** If the contractor opens pavement having a bituminous concrete surface and if directed by the Owner/HCA, in addition to the restoration conditions outlined in this Ordinance, contractor shall provide full lane or road width milling to a depth of one and one half (1½”) inches and overlay the pavement in accordance with the following conditions (see sketches attached to this ordinance)

- (a) When a longitudinal opening as indicated has been made in the pavement, the Contractor shall notch each end, mill and overlay the full width of the traffic lanes in which the opening was made, for a distance of three (3') feet beyond the end of the excavation or sawcut in both directions of the street that was opened.
- (b) When one transverse opening has been made, the Contractor shall diagonally notch, mill and overlay the full width of the traffic lanes in which the opening was made for three (3') feet from the trench saw cut in both directions.
- (c) When two (2) or more transverse openings have been made within one hundred (100) linear feet of each other, the Contractor shall diagonally notch, mill and overlay the full width of the traffic lanes in which the openings were made, for the entire length of street between the openings and for a distance of three (3') feet in both directions from the sawcut.
- (d) When two (2) or more emergency openings have been made by the Contractor within a ninety-day period within one hundred (100) linear feet of pavement, the Contractor shall diagonally notch mill and overlay the full width of the traffic lanes in which the openings were made, for the entire length of street between the openings, and for a distance of three (3') feet in both directions from the saw cut.
- (e) If directed Contractor shall overlay the adjacent undisturbed lane. The Contractor shall saw cut, mill, notch and overlay both lanes as directed.
- (f) If disturbed lanes adjacent to undisturbed lanes are overlaid, the edge of the disturbed lane shall be saw cut or milled to a depth of one and one-half (1½”) inches or the depth of the existing surface course, whichever is less, for the length of the opening to insure a smooth joint, with proper elevation and cross section. A full-width overlay may be

authorized on various streets instead of saw cutting or milling the disturbed lane.

(g) If disturbed lanes adjacent to shoulders are overlaid, the shoulder shall be raised, with material and in an approved manner matching the type of existing shoulder, so that the overlaid pavement and shoulder edges are at the same elevation.

(h) If disturbed lanes adjacent to shoulders are milled and overlaid, the shoulder shall be repaired with material and in a manner of the type to match the existing shoulder, so that the overlaid pavement and shoulder edges are at the same elevation.

- D. Courts and alleys. Permanent restoration in courts and alleys shall be required, to the greatest extent possible and consistent with the standards set forth in this specification.
- E. Special restoration. The permanent restoration of special type pavements, such as concrete, brick, Belgian block, cobblestone gutters or tiles, shall consist of relaying the original wearing course in accordance with the original installation specifications in such a manner as to prevent settlement or other deterioration.
- F. Testing and inspection. The Owner/HCA or designee may inspect all cuts.

3.4 SURFACE PREPARATION

- A. In preparation for permanent paving, temporary bituminous paving and any cold patch material installed for temporary paving shall be removed.
- B. Prior to the replacement of the base course the edges of the existing base and surface courses must be prepared as follows:
 - 1. The edges shall be sawed one foot on each side of the trench and tack coated.
 - 2. Remove all material within the trench and "cut back" area to sub-grade ready for the base course.
 - 3. The subgrade for all repaved areas shall be thoroughly compacted to the proper distance below and parallel with the prescribed level of the base course. The subgrade shall be completely tamped in an approved manner prior to placing the base course. Compaction shall conform to the Density Requirements in Section 210, SUBGRADE, in Commonwealth of Pennsylvania, Department of Transportation Specifications, Publication 408, which requires the subgrade to be compacted to not less than 100% of the determined dry-weight density. Backfill shall be tested in compliance with PaDot standards.

3.5 SITE CLEANUP

- A. The site of the work will be cleaned of all rubbish and surplus or unsuitable materials and promptly restored to its original condition as backfilling proceeds and work progresses. Pavements adjacent to the site of the work shall be constantly swept so as to prevent scarring of the pavement by scattered stones. The work zone shall be broom cleaned, street swept, and/or adequately washed down as required.

3.6 DRIVES AND SHOULDERS

- A. Shoulders, stone and gravel drives shall be covered to their existing original surface with

compacted 2-A stone.

- B. Paved drives shall be repaired in kind back to right of way and shall match the existing drive and the surface course shall be feathered to match existing grade. All other areas damaged by the contractor shall be repaired in kind at the discretion and approval of the Owner/HCA.

3.7 DELIVERY TICKET (PAVING MATERIALS)

- A. A delivery ticket indicating the quantities and types of paving materials shall be submitted at the time of delivery. The complete delivery ticket shall be delivered to the Engineer. Failure to deliver such complete ticket to the Engineer will be cause for the Engineer to reject paving material.

3.8 SURFACE IDENTIFICATION

- A. In accordance with “Occupancy of Highway by Utilities,” PA Code, Chapter 459, a mark of identification shall be placed at the nearest edge of the cut closest to the edge of the improved surface for each opening or impairment made.
- B. The paint shall be of a durable wearing quality and shall be colored coded as follows:
Blue – Water Lines.

END OF SECTION

Hazleton City Authority – Water Department

2024 Spring Road Paving and Patch Repair Project

CONTRACTOR’S CERTIFICATION OF FINAL COMPLETION

To: Hazleton City Authority - Water Department Date: _____
400 East Arthur Gardner Parkway 2024 Spring Road Cut
Hazleton, PA 18201 Project: Restoration Project

C/O: Joseph Zeller, III
Chairman

ATTN: Scot Burkhardt
Director of Operations

From: _____
(Firm or Corporation)

This is to certify that I, _____, am an authorized official of

working in the capacity of _____

and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Contract:

I know of my owner personal knowledge, and do hereby certify, that the Work of the Contract described above has been completely performed, and materials used and installed in every particular, are in accordance with, and in conformity to, the contract Drawings and Specifications.

The Contract Work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer that the Work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

Submitted by Contractor:

Accepted by Owner:

Hazleton City Authority - Water Department

BY _____

BY _____
Scot Burkhardt, Director of Operations

ATTEST: _____

ATTEST: _____

Hazleton City Authority – Water Department

2024 Spring Road Paving and Patch Repair Project

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

NOTICE OF INTENT TO AWARD

Date: _____ **Owner:** Hazleton City Authority
Project: 2024 Spring Road Cut Restoration **Bidder:** _____
Project
Address: _____

You are hereby notified that Owner has accepted your Bid dated _____, 2024 for the above Contract. You are the Successful Low Bidder and may be awarded the Contract for the **2024 Spring Road Cut Restoration Project**. The Final Price of the Contract as awarded is \$_____ **based on the bid forms as submitted. (See Contract Documents for full scope of work).** Within ten (10) days of this notice please submit two (2) originals of the following items in bound format:

- 1. Executed Notice of this Intent to Award (Sign and return Acceptance of Notice immediately)
- 2. Executed Agreement and all required Attorney and Surety Documents
- 3. All required Performance and Labor/Material Payment Bonds with Consent of Surety.
- 4. All certification of Insurance for the duration of the project including additional insures.
- 5. Completely execute Hold Harmless Agreement, partially executed document was submitted.
- 6. Fully Executed Bid Bond listing Principal correctly on form
- 7. Certified material Supplier Cost and PaDot Basis for multiplier on date of bid per Padot 408.04
- 8. Documentation indicating minimum of five (5) year similar experience

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and if necessary declare your Bid Security forfeited. Within ten days after you comply with the above conditions and on approval and execution by the HCA Board, HCA will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Contractor
Hazleton City Authority - Water Dept.
Owner

By: _____ By: _____
Joseph Zeller, III
Chairman

Acceptance of Notice

Receipt of the above Notice of Intent to Award is hereby acknowledged this ____ day of _____, 2024

By: _____

Hazleton City Authority – Water Department

2024 Spring Road Cut Restoration Project

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

Project Name:	HCA 2024 Spring Road Cut Restoration Project
General Description:	Various locations in the Greater Hazleton Area
Project Locality	Greater Hazleton Area
Awarding Agency:	Hazleton City Authority Water Department
Contract Award Date:	7/30/2024
Serial Number:	24-06474
Project Classification:	Highway
Determination Date:	7/8/2024
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Luzerne County

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

Project: 24-06474 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/1/2023		\$37.08	\$21.92	\$59.00
Asbestos & Insulation Workers	7/1/2024		\$37.08	\$24.92	\$62.00
Asbestos & Insulation Workers	7/1/2025		\$37.08	\$28.17	\$65.25
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$39.47	\$18.76	\$58.23
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$41.32	\$18.76	\$60.08
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$43.17	\$18.76	\$61.93
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2023		\$34.03	\$18.63	\$52.66
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2024		\$35.23	\$18.63	\$53.86
Cement Finishers & Plasterers	4/30/2023		\$30.49	\$20.01	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$32.49	\$20.01	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$34.49	\$20.01	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$36.49	\$20.01	\$56.50
Cement Masons	6/1/2022		\$36.48	\$14.00	\$50.48
Cement Masons	6/1/2023		\$37.13	\$14.50	\$51.63
Cement Masons	6/1/2024		\$37.78	\$15.05	\$52.83
Drywall Finisher	5/1/2023		\$31.24	\$23.58	\$54.82
Drywall Finisher	5/1/2024		\$31.82	\$24.75	\$56.57
Electricians	6/1/2022		\$38.36	\$24.09	\$62.45
Electricians	6/1/2023		\$39.81	\$24.54	\$64.35
Electricians	6/1/2024		\$42.51	\$25.13	\$67.64
Electricians	6/1/2025		\$45.08	\$25.72	\$70.80
Electricians	6/1/2026		\$47.79	\$26.32	\$74.11
Elevator Constructor	1/1/2023		\$56.46	\$38.36	\$94.82
Elevator Constructor	1/1/2024		\$58.88	\$43.90	\$102.78
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2024		\$37.26	\$32.63	\$69.89
Laborers (Class 01 - See notes)	5/1/2023		\$24.25	\$20.28	\$44.53
Laborers (Class 02 - See notes)	5/1/2023		\$26.25	\$20.28	\$46.53

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

Project: 24-06474 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 03 - See notes)	5/1/2023		\$26.72	\$20.28	\$47.00
Laborers (Class 04 - See notes)	5/1/2023		\$28.22	\$20.28	\$48.50
Laborers (Class 05 - See notes)	5/1/2023		\$28.72	\$20.28	\$49.00
Laborers (Class 06 - See notes)	5/1/2023		\$27.02	\$20.28	\$47.30
Marble Mason	5/1/2023		\$37.08	\$16.70	\$53.78
Marble Mason	5/1/2024		\$36.60	\$19.13	\$55.73
Marble Mason	5/1/2025		\$38.55	\$19.13	\$57.68
Marble Mason	5/1/2026		\$40.50	\$19.13	\$59.63
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Building, Class 01 - See Notes)	5/1/2023		\$42.57	\$29.24	\$71.81
Operators (Building, Class 01 - See Notes)	5/1/2024		\$43.73	\$30.08	\$73.81
Operators (Building, Class 01 - See Notes)	5/1/2025		\$44.89	\$30.92	\$75.81
Operators (Building, Class 01 - See Notes)	5/1/2026		\$46.05	\$31.76	\$77.81
Operators (Building, Class 01A - See Notes)	5/1/2023		\$44.82	\$29.90	\$74.72
Operators (Building, Class 01A - See Notes)	5/1/2024		\$45.98	\$30.74	\$76.72
Operators (Building, Class 01A - See Notes)	5/1/2025		\$47.14	\$31.58	\$78.72
Operators (Building, Class 01A - See Notes)	5/1/2026		\$48.30	\$32.42	\$80.72
Operators (Building, Class 02 - See Notes)	5/1/2023		\$42.29	\$29.15	\$71.44
Operators (Building, Class 02 - See Notes)	5/1/2024		\$43.45	\$29.99	\$73.44
Operators (Building, Class 02 - See Notes)	5/1/2025		\$44.61	\$30.83	\$75.44
Operators (Building, Class 02 - See Notes)	5/1/2026		\$45.77	\$31.67	\$77.44
Operators (Building, Class 02A - See Notes)	5/1/2023		\$44.54	\$29.82	\$74.36
Operators (Building, Class 02A - See Notes)	5/1/2024		\$45.70	\$30.66	\$76.36
Operators (Building, Class 02A - See Notes)	5/1/2025		\$46.86	\$31.50	\$78.36
Operators (Building, Class 02A - See Notes)	5/1/2026		\$48.02	\$32.34	\$80.36
Operators (Building, Class 03 - See Notes)	5/1/2023		\$39.57	\$28.34	\$67.91
Operators (Building, Class 03 - See Notes)	5/1/2024		\$40.73	\$29.18	\$69.91
Operators (Building, Class 03 - See Notes)	5/1/2025		\$41.88	\$30.03	\$71.91
Operators (Building, Class 03 - See Notes)	5/1/2026		\$43.04	\$30.87	\$73.91
Operators (Building, Class 04 - See Notes)	5/1/2023		\$38.42	\$28.02	\$66.44
Operators (Building, Class 04 - See Notes)	5/1/2024		\$39.59	\$28.85	\$68.44
Operators (Building, Class 04 - See Notes)	5/1/2025		\$40.74	\$29.70	\$70.44
Operators (Building, Class 04 - See Notes)	5/1/2026		\$41.90	\$30.54	\$72.44
Operators (Building, Class 05 - See Notes)	5/1/2023		\$37.97	\$27.89	\$65.86
Operators (Building, Class 05 - See Notes)	5/1/2024		\$39.13	\$28.73	\$67.86
Operators (Building, Class 05 - See Notes)	5/1/2025		\$40.30	\$29.56	\$69.86
Operators (Building, Class 05 - See Notes)	5/1/2026		\$41.45	\$30.41	\$71.86
Operators (Building, Class 06 - See Notes)	5/1/2023		\$37.10	\$27.62	\$64.72
Operators (Building, Class 06 - See Notes)	5/1/2024		\$38.26	\$28.46	\$66.72
Operators (Building, Class 06 - See Notes)	5/1/2025		\$39.42	\$29.30	\$68.72
Operators (Building, Class 06 - See Notes)	5/1/2026		\$40.58	\$30.14	\$70.72

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

Project: 24-06474 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 07A- See Notes)	5/1/2023		\$51.63	\$33.34	\$84.97
Operators (Building, Class 07A- See Notes)	5/1/2024		\$53.10	\$34.27	\$87.37
Operators (Building, Class 07A- See Notes)	5/1/2025		\$54.56	\$35.21	\$89.77
Operators (Building, Class 07A- See Notes)	5/1/2026		\$56.03	\$36.14	\$92.17
Operators (Building, Class 07B- See Notes)	5/1/2023		\$51.28	\$33.24	\$84.52
Operators (Building, Class 07B- See Notes)	5/1/2024		\$52.75	\$34.17	\$86.92
Operators (Building, Class 07B- See Notes)	5/1/2025		\$54.22	\$35.10	\$89.32
Operators (Building, Class 07B- See Notes)	5/1/2026		\$55.69	\$36.03	\$91.72
Painters Class 1 (see notes)	5/1/2023		\$29.98	\$23.28	\$53.26
Painters Class 1 (see notes)	5/1/2024		\$30.36	\$24.15	\$54.51
Painters Class 2 (see notes)	5/1/2023		\$33.58	\$23.58	\$57.16
Painters Class 3 (see notes)	5/1/2023		\$40.18	\$23.58	\$63.76
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2021		\$36.46	\$13.00	\$49.46
Plasterers	6/1/2023		\$37.81	\$13.90	\$51.71
Plasterers	6/1/2024		\$38.46	\$14.45	\$52.91
Plumbers and Steamfitters	12/1/2021		\$46.24	\$22.07	\$68.31
Plumbers and Steamfitters	12/1/2023		\$49.39	\$23.67	\$73.06
Roofers	5/1/2023		\$32.75	\$21.61	\$54.36
Roofers	5/1/2024		\$34.25	\$21.89	\$56.14
Sheet Metal Workers	5/1/2023		\$35.04	\$29.82	\$64.86
Sheet Metal Workers	5/1/2024		\$36.13	\$31.23	\$67.36
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2023		\$34.57	\$15.80	\$50.37
Tile & Marble Finisher	5/1/2024		\$34.69	\$17.63	\$52.32
Tile & Marble Finisher	5/1/2025		\$36.64	\$17.63	\$54.27
Tile & Marble Finisher	5/1/2026		\$38.59	\$17.63	\$56.22

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

Project: 24-06474 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Setter	5/1/2023		\$37.08	\$16.70	\$53.78
Tile Setter	5/1/2024		\$36.60	\$19.13	\$55.73
Tile Setter	5/1/2025		\$38.55	\$19.13	\$57.68
Tile Setter	5/1/2026		\$40.50	\$19.13	\$59.63
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20

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

Project: 24-06474 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	5/1/2023		\$35.32	\$19.09	\$54.41
Carpenter	5/1/2024		\$36.12	\$19.79	\$55.91
Carpenter	5/1/2025		\$36.87	\$20.49	\$57.36
Carpenter	5/1/2026		\$37.63	\$21.18	\$58.81
Carpenter Welder	5/1/2023		\$36.07	\$19.09	\$55.16
Carpenter Welder	5/1/2024		\$36.87	\$19.79	\$56.66
Carpenter Welder	5/1/2025		\$37.62	\$20.49	\$58.11
Carpenter Welder	5/1/2026		\$38.38	\$21.18	\$59.56
Carpenters - Piledriver/Welder	1/1/2023		\$36.07	\$19.09	\$55.16
Carpenters - Piledriver/Welder	1/1/2024		\$36.87	\$19.79	\$56.66
Carpenters - Piledriver/Welder	1/1/2025		\$37.62	\$20.49	\$58.11
Carpenters - Piledriver/Welder	1/1/2026		\$38.38	\$21.18	\$59.56
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Electric Lineman	8/29/2022		\$62.66	\$28.08	\$90.74
Electric Lineman	9/4/2023		\$64.68	\$29.01	\$93.69
Electric Lineman	1/1/2024		\$64.46	\$29.23	\$93.69
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2024		\$37.26	\$32.63	\$69.89
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Heavy, Class 01 - See Notes)	5/1/2023		\$41.14	\$28.82	\$69.96
Operators (Heavy, Class 01 - See Notes)	5/1/2024		\$42.30	\$29.66	\$71.96
Operators (Heavy, Class 01 - See Notes)	5/1/2025		\$43.46	\$30.50	\$73.96

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

Project: 24-06474 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 01 - See Notes)	5/1/2026		\$44.61	\$31.35	\$75.96
Operators (Heavy, Class 01A - See Notes)	5/1/2023		\$43.39	\$29.48	\$72.87
Operators (Heavy, Class 01A - See Notes)	5/1/2024		\$44.55	\$30.32	\$74.87
Operators (Heavy, Class 01A - See Notes)	5/1/2025		\$45.71	\$31.16	\$76.87
Operators (Heavy, Class 01A - See Notes)	5/1/2026		\$46.86	\$32.01	\$78.87
Operators (Heavy, Class 02 - See Notes)	5/1/2023		\$40.86	\$28.73	\$69.59
Operators (Heavy, Class 02 - See Notes)	5/1/2024		\$42.02	\$29.57	\$71.59
Operators (Heavy, Class 02 - See Notes)	5/1/2025		\$43.18	\$30.41	\$73.59
Operators (Heavy, Class 02 - See Notes)	5/1/2026		\$44.34	\$31.25	\$75.59
Operators (Heavy, Class 02A - See Notes)	5/1/2023		\$43.11	\$29.40	\$72.51
Operators (Heavy, Class 02A - See Notes)	5/1/2024		\$44.27	\$30.24	\$74.51
Operators (Heavy, Class 02A - See Notes)	5/1/2025		\$45.43	\$31.08	\$76.51
Operators (Heavy, Class 02A - See Notes)	5/1/2026		\$46.59	\$31.92	\$78.51
Operators (Heavy, Class 03 - See Notes)	5/1/2023		\$37.95	\$27.86	\$65.81
Operators (Heavy, Class 03 - See Notes)	5/1/2024		\$39.11	\$28.70	\$67.81
Operators (Heavy, Class 03 - See Notes)	5/1/2025		\$40.26	\$29.55	\$69.81
Operators (Heavy, Class 03 - See Notes)	5/1/2026		\$41.43	\$30.38	\$71.81
Operators (Heavy, Class 04 - See Notes)	5/1/2023		\$36.80	\$27.54	\$64.34
Operators (Heavy, Class 04 - See Notes)	5/1/2024		\$37.96	\$28.38	\$66.34
Operators (Heavy, Class 04 - See Notes)	5/1/2025		\$39.12	\$29.22	\$68.34
Operators (Heavy, Class 04 - See Notes)	5/1/2026		\$40.28	\$30.06	\$70.34
Operators (Heavy, Class 05 - See Notes)	5/1/2023		\$36.35	\$27.41	\$63.76
Operators (Heavy, Class 05 - See Notes)	5/1/2024		\$37.51	\$28.25	\$65.76
Operators (Heavy, Class 05 - See Notes)	5/1/2025		\$38.67	\$29.09	\$67.76
Operators (Heavy, Class 05 - See Notes)	5/1/2026		\$39.83	\$29.93	\$69.76
Operators (Heavy, Class 06 - See Notes)	5/1/2023		\$35.48	\$27.14	\$62.62
Operators (Heavy, Class 06 - See Notes)	5/1/2024		\$36.64	\$27.98	\$64.62
Operators (Heavy, Class 06 - See Notes)	5/1/2025		\$37.80	\$28.82	\$66.62
Operators (Heavy, Class 06 - See Notes)	5/1/2026		\$38.96	\$29.66	\$68.62
Operators (Heavy, Class 07A - See Notes)	5/1/2023		\$49.93	\$32.83	\$82.76
Operators (Heavy, Class 07A - See Notes)	5/1/2024		\$51.39	\$33.77	\$85.16
Operators (Heavy, Class 07A - See Notes)	5/1/2025		\$52.85	\$34.71	\$87.56
Operators (Heavy, Class 07A - See Notes)	5/1/2026		\$54.32	\$35.64	\$89.96
Operators (Heavy, Class 07B - See Notes)	5/1/2023		\$49.58	\$32.73	\$82.31
Operators (Heavy, Class 07B - See Notes)	5/1/2024		\$51.04	\$33.67	\$84.71
Operators (Heavy, Class 07B - See Notes)	5/1/2025		\$52.51	\$34.60	\$87.11
Operators (Heavy, Class 07B - See Notes)	5/1/2026		\$53.97	\$35.54	\$89.51
Operators (Highway, Class 01 - See Notes)	5/1/2023		\$40.25	\$28.55	\$68.80
Operators (Highway, Class 01 - See Notes)	5/1/2024		\$41.41	\$29.39	\$70.80
Operators (Highway, Class 01 - See Notes)	5/1/2025		\$42.56	\$30.24	\$72.80
Operators (Highway, Class 01 - See Notes)	5/1/2026		\$43.72	\$31.08	\$74.80
Operators (Highway, Class 01a - See Notes)	5/1/2023		\$42.50	\$29.23	\$71.73
Operators (Highway, Class 01a - See Notes)	5/1/2024		\$43.66	\$30.07	\$73.73
Operators (Highway, Class 01a - See Notes)	5/1/2025		\$44.81	\$30.92	\$75.73

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

Project: 24-06474 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 01a - See Notes)	5/1/2026		\$45.97	\$31.76	\$77.73
Operators (Highway, Class 02 - See Notes)	5/1/2023		\$39.08	\$28.20	\$67.28
Operators (Highway, Class 02 - See Notes)	5/1/2024		\$40.24	\$29.04	\$69.28
Operators (Highway, Class 02 - See Notes)	5/1/2025		\$41.39	\$29.89	\$71.28
Operators (Highway, Class 02 - See Notes)	5/1/2026		\$42.55	\$30.73	\$73.28
Operators (Highway, Class 03 - See Notes)	5/1/2023		\$38.39	\$27.99	\$66.38
Operators (Highway, Class 03 - See Notes)	5/1/2024		\$39.55	\$28.83	\$68.38
Operators (Highway, Class 03 - See Notes)	5/1/2025		\$40.70	\$29.68	\$70.38
Operators (Highway, Class 03 - See Notes)	5/1/2026		\$41.87	\$30.51	\$72.38
Operators (Highway, Class 04 - See Notes)	5/1/2023		\$37.94	\$27.86	\$65.80
Operators (Highway, Class 04 - See Notes)	5/1/2024		\$39.10	\$28.70	\$67.80
Operators (Highway, Class 04 - See Notes)	5/1/2025		\$40.26	\$29.54	\$69.80
Operators (Highway, Class 04 - See Notes)	5/1/2026		\$41.41	\$30.39	\$71.80
Operators (Highway, Class 05 - See Notes)	5/1/2023		\$37.42	\$27.72	\$65.14
Operators (Highway, Class 05 - See Notes)	5/1/2024		\$38.58	\$28.56	\$67.14
Operators (Highway, Class 05 - See Notes)	5/1/2025		\$39.73	\$29.41	\$69.14
Operators (Highway, Class 05 - See Notes)	5/1/2026		\$40.89	\$30.25	\$71.14
Operators (Highway, Class 06 - See Notes)	5/1/2023		\$40.48	\$28.62	\$69.10
Operators (Highway, Class 06 - See Notes)	5/1/2024		\$41.64	\$29.46	\$71.10
Operators (Highway, Class 06 - See Notes)	5/1/2025		\$42.80	\$30.30	\$73.10
Operators (Highway, Class 06 - See Notes)	5/1/2026		\$43.95	\$31.15	\$75.10
Operators (Highway, Class 06/A - See Notes)	5/1/2023		\$42.73	\$29.28	\$72.01
Operators (Highway, Class 06/A - See Notes)	5/1/2024		\$43.89	\$30.12	\$74.01
Operators (Highway, Class 06/A - See Notes)	5/1/2025		\$45.05	\$30.96	\$76.01
Operators (Highway, Class 06/A - See Notes)	5/1/2026		\$46.21	\$31.80	\$78.01
Operators (Highway, Class 07/A - See Notes)	5/1/2023		\$48.86	\$32.51	\$81.37
Operators (Highway, Class 07/A - See Notes)	5/1/2024		\$50.32	\$33.45	\$83.77
Operators (Highway, Class 07/A - See Notes)	5/1/2025		\$51.79	\$34.38	\$86.17
Operators (Highway, Class 07/A - See Notes)	5/1/2026		\$53.25	\$35.32	\$88.57
Operators (Highway, Class 07/B - See Notes)	5/1/2023		\$47.44	\$32.10	\$79.54
Operators (Highway, Class 07/B - See Notes)	5/1/2024		\$48.91	\$33.03	\$81.94
Operators (Highway, Class 07/B - See Notes)	5/1/2025		\$50.37	\$33.97	\$84.34
Operators (Highway, Class 07/B - See Notes)	5/1/2026		\$51.84	\$34.90	\$86.74
Painters Class 2 (see notes)	5/1/2020		\$31.53	\$20.71	\$52.24
Painters Class 2 (see notes)	5/1/2024		\$34.16	\$24.75	\$58.91
Painters Class 3 (see notes)	5/1/2020		\$37.63	\$20.71	\$58.34
Painters Class 3 (see notes)	5/1/2024		\$41.01	\$24.75	\$65.76
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	5/1/2023		\$35.32	\$19.09	\$54.41
Piledrivers	5/1/2024		\$36.12	\$19.79	\$55.91
Piledrivers	5/1/2025		\$36.87	\$20.49	\$57.36
Piledrivers	5/1/2026		\$37.63	\$21.18	\$58.81
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2023		\$50.53	\$41.68	\$92.21

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

Project: 24-06474 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2024		\$52.74	\$42.93	\$95.67
Truckdriver class 1 (see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28