



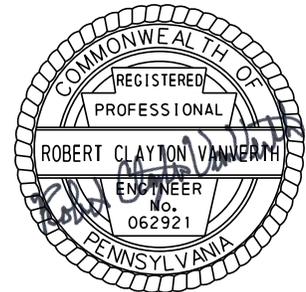
**Gibson-Thomas**  
ENGINEERING

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Contract No: BRC-PRD-27-94

Fayette County Commissioners  
Dunlap Creek Trail  
Contract 1/2024

January 2024



Prepared by:  
Gibson-Thomas Engineering Co., Inc.

ESTABLISHED 1916

Wexford

Harrisburg

Indiana

Fayette

Washington

Ft. Myers

# Fayette County Commissioners

## Dunlap Creek Trail Project Contract 1/2024

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**RESPONSIBILITY OF THE ENGINEER  
AND  
ENGINEER'S CERTIFICATION**

**A. GENERAL**

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract Agreement on the part of the Contractor.

**B. OBSERVATION OF THE WORK**

All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make his observations and construction review.

**C. ACCEPTANCE OF WORK**

The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Engineer's decision relative to the performance of the work and interpretation of the Plans and Specifications.

**D. ENGINEER IS OWNER'S REPRESENTATIVE**

The Engineer shall be the Owner's representative during the construction period. The Engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections or examinations to check the quality or quantity of the work. His efforts will be directed toward providing assurance for the Owner that the completed project will conform to the requirements of the Contract Document.

On the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of Contractors.

The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the Contract Documents.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

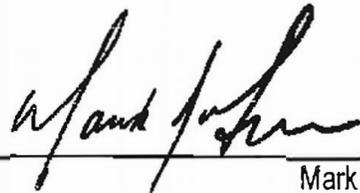
The Engineer will not perform or be responsible for any hiring, firing, supervision, superintendence, direction of personnel, use of equipment or the direction of the manner or method employed by the contractors, their subcontractors, agents, servants or employees, nor will the Engineer or his representatives be liable for any claims, suits, damages or liability from any omission or commission by the Contractors, their subcontractors, agents, servants or employees or any other entity in and during the construction or occurring thereafter or resulting from or incidental to the work of contractors, their Sub-Contractors, agents, servants or employees on said project.

The Engineer may, however, at the direction of the Owner, furnish full-time inspection to insure that the terms of the Contract provisions are being executed in the prescribed manner in addition to the above described responsibilities.

**E. ENGINEERS CERTIFICATION**

The following contract documents and specifications have been prepared in accordance with accepted engineering standards for contract execution, materials selection, installation, and operation. Any deviation from the standard or detailed guides or requirements enclosed herein will not be permitted without the prior written approval of the Engineer.

**GIBSON-THOMAS ENGINEERING CO., INC.**



Mark John Gera  
Registered Professional Engineer  
No. 20718-E



## ADVERTISEMENT

Sealed bids will be received in the Office of the Controller, Fayette County Courthouse located at 61 East Main Street, Uniontown, PA 15401 until 3 P.M. on Thursday, October 10, 2024 and then publicly opened at that time for the following project: ***Dunlap Creek Park Lake Trail Development Project.***

The Fayette County Commissioners are requesting bids for construction of the Dunlap Creek Park Lake Trail Development Project.

Attention is directed to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project; that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin or handicap; that a mandatory ratio of apprentices and trainees to journeymen is required in each craft and that the Contractor (and any subcontractor) is obliged to make a "diligent effort" to achieve these ratios.

Copies of the CONTRACT DOCUMENTS may be obtained at the office of **Gibson-Thomas Engineering Co., Inc.** located at the address below between the hours of 8:00 a.m. and 4:00 p.m. upon payment of a **non-refundable fee of \$100.00 for each set of Bid Documents plus an additional \$15.00 fee for postage & handling if mailed at Gibson-Thomas Engineering's expense.** Addenda, if any, will be issued to only those persons whose name and address are on record as having obtained CONTRACT DOCUMENTS.

Contract Documents, including Drawings and Detailed Specifications, are on file at the following locations: **Gibson-Thomas Engineering: 1004 Ligonier St., Latrobe, PA 15650, Phone: (724) 539-8562.**

The Bid must be accompanied by a certified check or bid bond in the amount of 10% of the bid, made payable to the Owner. A performance bond or certified check in the amount of 100% of the contract shall be furnished by the successful bidder within (10) day after the contract is awarded. A one-year maintenance bond covering 10% of the contract price must also be submitted within ten (10) days after the contract is awarded.

A pre-bid meeting for all bidders will be held at **Dunlap Creek Park, Menallen Township**, October 2, 2024 at 1:00 p.m., local time. Prospective prime bidders are required to attend. Bidders are asked to meet at the pavilion parking lot. The Engineer will provide responses at Prebid meeting to bidder's questions received up to two (2) business days prior to the meeting.

All bids submitted pursuant to this advertisement must be SEALED and clearly marked on the outside of the envelope Bid No. 24-05.

Submit One (1) original **and** (5) copies of the completed bid forms as well as the other information required to the office of the County Controller, Courthouse, 61 East Main Street, Uniontown, Pennsylvania 15401.

The Fayette County Commissioners reserve the right to reject any or all bids, totally or in part, or to waive any informalities in the biddings.

Bids may be held by Fayette County for a period of sixty (60) days from the date of opening of bids for the purpose of reviewing bids and investigating the qualifications of bidders prior to awarding the Contract.

Fayette County is an Equal Opportunity Employer and does not discriminate because of race, color, religious creed, handicap, ancestry, national origin, age or sex.

Robb Rhodes

Fayette County Controller

Advertise: September 23 & September 27, 2024

Opening: October 10, 2024

**GIBSON-THOMAS ENGINEERING CO., INC.**

**INSTRUCTIONS TO BIDDERS**

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## INSTRUCTIONS TO BIDDERS

### 1. GENERAL

The following instructions relate to the proper form and method for the submitting of Bids, to the required security, to provisions for the letting of contracts and to such other matters, all prior to the execution of the Contract Documents.

### 2. TIME FOR FILING AND OPENING OF BIDS

Separate and sealed Bids will be received by the Owner on or before the date set forth in the Public Advertisement or in the Contract Documents. The envelope containing the Bid must be sealed and addressed to the Owner at the address set forth in the Public Advertisement or Contract Documents and must be identified with the project name and Contract. All Bid Proposals must be submitted on **ORIGINAL** forms obtained from the Contract Specification Book as provided by the Engineer or Owner, in accordance with the provision set forth in the Public Advertisement. **Bids submitted by Contractors that do not obtain original Bid or Contract Documents, as prepared by the Engineer and made a part of the official Contract Documents, will be rejected.**

The right is reserved, as the interest of the Owner may require; to reject, any and all bids, including the right to accept or reject any alternate in establishing the eventual low bidder, and/or to waive any informality in Bids received.

The Bidder may withdraw his Bid prior to the time scheduled for the opening of bids, provided he submits a request, in writing, to the Owner. Should a Contract for which bids are received be awarded within the time set forth in the Public Advertisement or in the Contract Documents, the Bidder shall have the right to withdraw his bid, upon written request of the Owner.

### 3. EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a bid, the Bidder shall carefully examine the Contract Documents including the Detailed Specifications.

### 4. EXAMINATION OF PROJECT LOCATION

The Bidders shall examine the location of the proposed work and determine, each in his own way; the difficulties which may be encountered in the execution of the work. However, field adjustments may be made in order to reduce impacts to existing County park features upon County review and approval. No additional claims for compensation will be considered due to obstructions or conditions at the location of the work, even though such obstructions or conditions are not shown on the Contract Plans or indicated in the Contract Documents; and no claim shall be made against the Owner or Engineer by the Bidder for such failure.

5. **BID OPENING**

Bids will be opened and publicly read aloud at the time and place set forth in the Public Advertisement or Contract Documents.

6. **BID COMPARISON**

Unless otherwise indicated in the Detailed Specifications or on the Proposal Form, bids will be compared by adding together all lump-sum price bid items; and the total of all unit price bids multiplied by the estimated quantities for such unit bids. The Owner reserves the right, at its discretion, to eliminate any bid item or items from the Contract and to compare bids after the elimination of such items.

7. **PROPOSAL FORM**

**The Bidder shall submit his proposal on the blank Proposal Form, attached in the Proposal Section of the Specification Book that is provided for that purpose.**

The Proposal Form must be obtained from the Owner, or the Engineer as stated in the Public Advertisement. If Proposals are submitted on forms other than those provided, the Bid shall be considered unresponsive, and will not be accepted.

He shall set forth either in ink or typed the unit price of each item of work proposed and called for on the Proposal Form. This unit price shall be multiplied by the quantity provided for each item and shown appropriately. The total amount of all items bid shall be stated in ink or typed and in both words and figures in the spaces provided on the Proposal Form. The Bidder will identify any major sub-contractor or supplier. A major sub-contractor or supplier is defined as being responsible for twenty-five percent (25%) or more of the proposed work, either by price or total services, materials or components to be supplied.

The Bidder shall give his business address and form of business organization and, except in the case of a corporation, the complete names and addresses of all persons interested, with him, in the Bid, and he shall give such other information as may be called for. The Bidder shall include in his Bid the cash allowances, if any, stated in the Detailed Specifications.

If the Bidder is an individual, the Bid shall be signed by the Bidder or by some person whom the Bidder has authorized, by a properly executed Power of Attorney, to sign the Proposal for him.

If the Bidder is a Partnership, the Proposal shall be signed by one of the Partners or by some person whom the Partnership shall have authorized to sign the Proposal for it thus by a properly executed Power of Attorney.

If the Bidder is a corporation, the Proposal shall be signed by an officer of the corporation or by some other person authorized by a proper Resolution of its Board of Directors, regularly adopted, to sign the Proposal for it. All such signatures will be properly witnessed or attested. The Bidder shall also fill out and sign such other forms attached to the Proposal Form requiring execution by the Bidder and include any other such information called for on the Proposal Form.

If the Bidder is a limited liability company, the Proposal shall be signed by all members of the limited liability company, or by an officer of the company authorized by proper Resolution of its members to sign the Proposal for it. All such signatures will be properly witnessed or attested. The Bidder shall also fill out and sign such other forms attached to the Proposal Form requiring execution by the Bidder and include any other such information called for on the Proposal Form.

Any Proposal which, in the Proposal Form itself or in any of the accompanying papers, is unintelligible or otherwise mutilated or any written memoranda qualifying the same which is not properly signed or otherwise not properly made up will be considered as informal and may be rejected for that reason alone.

Where a Contract is made by an individual or individuals doing business under a fictitious name, there shall be attached to the Contract a certificate from the Department of State showing that such individual or individuals are duly registered under the Fictitious Names Act of the Commonwealth of Pennsylvania. Such certificates, in as many copies as may be required, shall be furnished to the Owner by the successful Bidder prior to the signing of the Contract.

**8. QUESTIONS RAISED DURING BIDDING PERIOD**

If, during the interval between advertisement and the submission of bids, a prospective Bidder shall find any discrepancy, omission, contradiction or ambiguity in the Contract Documents or any provision which is in conflict with a Federal or State law or regulation or with a law or ordinance of a municipality or other local authority, he shall notify the Owner and Engineer in writing at once. If the Contract Documents are in error or require clarification, correction or clarification will be made in a bidding supplement to the Contract Documents, copies of same to be sent simultaneously to all prospective Bidders by the Engineer.

**9. SUBMISSION OF PROPOSALS**

All Proposals must be submitted in an opaque, sealed envelope and the Bidder shall mark on the outside of the envelope the name of the Bidder and the title and number of the Contract or Contracts to which the Proposal applies. If the Proposal is delivered by mail, the sealed envelope shall be inserted in a separate mailing envelope. Proposals shall be delivered by the time and to the responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

**10. PARTS OF CONTRACT**

The following documents and plans, referred to as Contract Documents, supplement each other and are each a part of each bid submitted and of the Contract:

- a. Public Advertisement
- b. Instructions to Bidders (General and Supplemental)
- c. Proposal
- d. Agreement
- e. Standard Contract Provisions
- f. Bidder's Bond
- g. Performance Bond
- h. Labor and Material Bond
- i. Other Bonds specified
- j. Federal Government Requirements, if any
- k. Specifications, Standard, Specific and Supplemental
- l. Contract plans and General Construction Standards
- m. Such other documents and plans, and addenda

**11. BIDDER'S SURETY**

Each Bidder is required to file with his Proposal either a Cashier's check or Bid Bond in an amount not less than 10% of his bid price or as indicated in the Public Advertisement and/or Contract Documents, approved by the Owner to indemnify the Owner against all loss, damage, cost and expense of Bids, or if the bidder does not effectively execute the Contract and/or all other Contract Documents required to be executed by him thus within ten (10) days (or such other reasonable time not less than ten (10) days, as may be stated in the notice) after the deposit in the United States Mail, postage prepaid and properly addressed, of a notice by the Owner to him stating that the Contract has been awarded to him and the Contract Documents are prepared for signature. For verification purposes, documentation will be required that includes the following information: Name of Bonding Co.; Contact Person; Attorney in Fact; Telephone Number; Fax Number. This information shall be included in the Statement of Qualifications that is included in the Proposal Section of the Contract Specifications.

The Bidder's check will be returned to all Bidders except the three (3) lowest Bidders on each Contract within one (1) week after the formal opening of bids. The remaining Bidders will have their check or Bonds returned to the three (3) lowest bidders on each Contract within three (3) days after the Owner and successful Bidder have executed contract. If no contract is executed, the Bidder may, after the time set forth in the Public Advertisement or in the Contract Documents, request the return of his check or Surety Bonds, providing he has not been notified of the acceptance of the bid.

**12. AWARD OF CONTRACT**

After all bids submitted have been properly evaluated and compared, the Owner may either reject all bids or award the Contract to the lowest responsible Bidder. The Bidder will be required to deliver to the Owner or Engineer all insurance policies and certificates specified to be furnished within ten (10) days (or such reasonable time not less than ten (10) days, as may be stated in the notice) after the deposit in the mails, postage prepaid and properly addressed, of a notice to him that a Contract has been awarded to him and the Contract Documents are prepared for signature. The award will be contingent upon receipt of information from the Bonding Company as stipulated in Item #11 and verification that the information provided by the Bidder is accurate. In case the Bidder shall fail or neglect to do so, the Owner will be entitled to consider all rights arising out of the Owner's acceptance of the Bid as abandoned and as a forfeiture of the Bid Bond. The Owner may thereupon award the Contract to the next lowest bidder or re-advertise or otherwise award said Contract and collect the costs and losses of the Owner incident to such abandonment, re-advertisement or award from the Bidder including the bid security posted by the Bidder. Owner reserves the right, at its discretion, to approve or reject any major sub-contractor or supplier identified in the Proposal Form and to request that Bidder name an alternate who is acceptable to the Owner.

**13. INSURANCE**

The Contractor shall, following the award of the Contract and prior to its execution, submit to the Owner Certificates of Insurance in accordance with the following requirements and subject to the approval and acceptance by the Owner:

**The Contractor shall name the Owner as "additionally insured" on the Certificate.**

a. Compensation Insurance

The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all employees employed on this project, and in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Workmen's Compensation Insurance or all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

b. Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of his contract such Public Liability and Property Damage Insurance as shall protect him and any Sub-Contractor performing work covered by this contract from claims for personal injury, including accidental death, as well as claims or property damage which may arise from operations under this Contract, whether such operations be by himself or by any Sub-Contractor or by anyone directly or indirectly employed by either of the Contractor or Sub-Contractor, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount of not less than \$1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount of not less than \$1,000,000 on account of one accident; and Property Damage Insurance in an amount not less than \$1,000,000 to any one person and subject to the same limit for each person, in amount of not less than \$1,000,000 on account of one accident. The policy shall include an endorsement for contractual liability.

c. Insurance Covering Special Hazards

Hazards relative to the use of boats or other means of water travel going to or other means of water travel going to or coming from the site, relative to the use of automobiles or trucks on the site or going to or coming from the site, to explosion, collapse, and underground utilities, and to blasting shall be covered in the same amounts by rider or riders to the Public Liability and/or Property Damage Insurance Policy or Policies herein elsewhere required to be furnished by this Contractor or by separate policies of insurance.

**14. NOTICE TO PROCEED**

The Notice to Proceed shall be issued by the Owner within ten (10) days of the execution of the Contract Agreement. Should there be a valid reason why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within such period as is mutually agreed upon, the Contractor may terminate the Contract Agreement without further liability on the part of either party.

**15. DATE OF STARTING AND COMPLETING WORK**

The Contract work shall be started immediately upon receipt of a written notice from the Owner and shall continue in full force until completion, unless approval to suspend work is granted by the Owner or delays occur due to unfavorable weather. The work shall be completed in the number of days as indicated in the Public Advertisement and/or the Contract documents and Notice to Proceed.

Before filing his bid, the Bidder shall have made all arrangements to be fully equipped to expeditiously carry on all work should he be awarded a Contract and he shall have made all arrangements to permit immediate transportation to the site of the work of all equipment, materials and other facilities required to execute the work. In scheduling his operations, the Contractor shall take into consideration all delays that may occur due to unfavorable weather, failure of public utilities or others to install, remove, or adjust their structures when required; and the uncertainties prevailing on account of a national emergency in regard to obtaining critical materials and labor to complete the various portions of such work in time.

**16. QUALIFICATIONS OF BIDDERS**

The Bidder, if ordered by the Owner or Engineer, shall promptly submit such data and information as may be deemed necessary to permit determination by the Owner or Engineer of the qualifications of the Contractor to perform the work included under the Contract. The Owner reserves the right to reject any bid if such data and information indicates, in the opinion of the Owner, that the Contractor is not qualified. Specific areas of concern may be such items as prior performance record, technical qualifications and financial responsibility. The Owner also reserves the right, in sludge hauling contracts, to review the adequacy and quality of the disposal site.

**17. GOVERNING LAWS AND REGULATIONS**

The successful Bidder on the Contract will be required to comply with all applicable Local, State and Federal Laws, including those relating to safety, wage rates, employment, environmental protection and restoration of disturbed areas.

**18. ADVERTISEMENT INCLUDED IN INSTRUCTIONS TO BIDDERS**

All the information and requirements in the Public Advertisement shall be read into and considered a part of the Instructions to Bidders.

**19. MODIFICATION OF PROPOSAL**

Proposals may not be modified after submittal.

**20. WITHDRAWAL OF BID**

The Bidder will be permitted to withdraw his Proposal after it has been deposited with the Owner, provided he makes his request in writing to the Owner, and at the time of opening of Proposals, when such Proposal is reached, it will be returned to the Bidder unread.

Any request pertaining to the withdrawal of a Proposal shall reach the office of the Owner not later than the day previous to the date set forth for the opening thereof. Otherwise, a bid may not be withdrawn after the time set for the opening of bids.

Apparent low Bidders who can prove that clerical or mathematical errors caused their bid to be lower than intended may withdraw their Bid **by providing the Owner a written notice to withdraw the bid within 48 hours of bid opening, without losing their Bid Security;** however, any such Bidder withdrawing his Proposal will not be permitted to re-bid the project and may also be subject to paying the costs to the Owner of resubmitting the project for bids, be this in accordance with laws of Pennsylvania.

**21. MINIMUM WAGE RATES - PENNSYLVANIA CONTRACTS**

The minimum wage rates for each craft or classification of all workmen needed to perform this Contract during the anticipated term hereof shall be governed, as applicable, by either the "Davis-Bacon Act" (40 U.S. Code 276 (a) or the "Pennsylvania Prevailing Wage Act" (43 P.S. 165-1 to 165-16). The Contractor's attention is directed to these two statutes in order that the applicable provisions of these Acts be strictly adhered to in the performance of this Contract. Failure to adhere to the provisions of the applicable Act shall be sufficient grounds for the Owner to either declare contract in default or to terminate same. The minimum wage rates applicable to all Contracts, as established and to the extent available, are set forth in the Contract Documents.

**22. INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other contract Documents, or if he finds discrepancies in or omissions from the Drawings or Specifications, he may submit a written request to the Engineer for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery to the Engineer. Any interpretation or correction of the documents will be made only by duly issued Addendum and a copy of the Addendum will be mailed or delivered to each person who received a set of the Contract documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents. All requests for interpretation must be received by the Engineer at least five (5) days before the date set for bid opening.

**23. ADDENDA**

Any addenda issued during the time of bidding or forming a part of the Contract Documents provided to Bidder for the preparation of his Bid, shall be covered in the Proposal Bid, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

**24. PROCUREMENT ACTS**

Where applicable, the Bidder shall comply with and assure Owner's compliance with, any laws or regulations of the Commonwealth of Pennsylvania or the United States of America specifying or restricting the origin or manufacture of products, including but not limited to, the Steel Products Procurement Act, (Act of March 3, 1978, 73 P.S. Section 1881 et seq.) Any steel products used or supplied in the performance of the contract or subcontracts thereunder shall be from steel made in the United States.

## 25. CONTRACT BONDS

In accordance with the Pennsylvania Public Works Contractors' bond Law of 1967, the successful Bidder shall furnish to the Owner the following Bonds on the forms prescribed which will become binding upon the awarding and execution of the Contract Agreement:

For verification purposes, the Contract Bonds shall include documentation that includes the following information: Name of Bonding Co.; Contact Person; Attorney in Fact; Telephone Number; Fax Number.

- a. A Performance Bond in the amount of one hundred percent (100%) of the Contract amount, conditioned upon the faithful performance of the Contract, in accordance with the Plans, specifications, and conditions of the Contract. Such Bond shall be solely for the protection of the Owner.
- b. A Payment Bond in the amount of one hundred percent (100%) of the Contract amount. Such Bond shall be solely for the protection of individuals, firms, corporations, partnerships, and associations supplying labor or materials to the Contractor or to any of his Sub-Contractors in the prosecution of the work provided for in the contract and shall be conditioned for prompt payment of all such material furnished or labor supplies or performed in the prosecution of the work.
- c. A Maintenance Guarantee and Bond will be required. Unless otherwise specified elsewhere in the Proposal documents, the Contractor shall agree for himself, his heirs, executors, administrators, successors and assigns to maintain all the work done under this Contract in good condition for a period of two years from the date of final acceptance of the same, the Owner being the judge of the condition of the work; and upon the acceptance of the completed work and before the surety which has furnished the Performance Bond is released, the Contractor, at no additional cost to the Owner, shall furnish a Maintenance Bond executed by a responsible corporate surety company in the full amount of the final cost of the Owner or in a lesser amount if so stipulated elsewhere in the Contract Documents.

The bond shall be executed by a responsible corporate surety company legally authorized to do business in the Commonwealth of Pennsylvania and acceptable to the Owner and shall be payable to the Owner as Oblige.

## 26. SUBSTITUTION OF MATERIALS

To obtain approval to use unspecified products, Bidders shall submit written requests at least ten days before the bid opening. Requests received after this time will not be considered. Requests shall clearly describe the products for which approval is asked, including all data necessary to demonstrate acceptability. If the product is acceptable, the Engineer will approve it in a written Addendum issued to all Bidders on record.

**27. UNDERGROUND STRUCTURES, ACT 287 OF 1974 AS AMENDED BY ACT 121 OF 2008**

The Owner shall not incur any obligation to a Bidder based on the location, number, size, character or condition of any of the underground installation shown on the Plans, such as sewers, water lines or underground structures of any public utility company or other party. Any information shown on the Plans as to such underground installations is based on information which has been obtained from records, surveys and other sources in compliance with Pennsylvania Act 287. The Bidder shall make its own independent investigation of these conditions and no claim for extra compensation or for any other loss or damage to the Bidder or any third party will be considered by reason of any error in its information, nor shall any successful Bidder be relieved of its sole responsibility for any claim arising therefrom. Following the award of a Contract, the Contractor shall comply with all provisions of Act 121 of 2008 requiring a three (3) day notice to all utilities through the One-Call System.

a. Alleged Violation Reports (AVR)

The Contractor shall be responsible to contact both the Owner and the Engineer should an AVR be filed for a mismarked/damaged utility no more than five (5) business days after the report is filed.

The Contractor shall also be responsible to contact both the Owner and Engineer should a Facility Owner file an AVR on the Contractor for a utility strike on the project. This should occur no more than two (2) business days after receipt.

Information provided to the Owner and Engineer should be as follows:

- PUC Case number, if known;
- Related AVR Serial Number;
- Original Design Serial # noted on Plan Drawings;
- Event Location – County, Township, City or Borough. Street address if pertinent;
- Affected Facility
- Contractor's Representative on Site (Phone number and email address)
- Contractor's business address;
- A clear and accurate description of the event;
- Photos to document the event;
- Should an AVR be filed by a Facility Owner, include owner's name, address, phone #, email address and representative name.

**28. TEST PITS AND BORINGS**

The Bidder shall excavate such test pits and make such borings along the line of work as he believes necessary to determine the character and nature of the materials to be encountered. No extra payment will be allowed for the presence of rock. All excavation is unclassified.

**29. LIQUIDATED DAMAGES**

For each calendar day that the work under this Contract shall remain uncompleted after the expiration of the period fixed for completion, a sum per day as set forth in the Public Advertisement and/or the Contract Documents shall be deducted from the monies due or to become due the Contractor, not as a penalty, but as an approximation of the actual damages which the Owner will sustain per diem for failure of the Contractor to promptly complete the work, it being agreed that the amount of actual damages is to be determined by the Engineer. The Owner, upon recommendation of the Engineer, at its discretion may waive the liquidated damages by reason of delay due to causes over which the Contractor has no control.

**30. PENNSYLVANIA RIGHT TO KNOW LAW OBLIGATIONS**

- a. The Pennsylvania Right-to-Know Law (hereinafter referred to as the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Contract and all documents provided to the governmental organization in connection with contract. For the purpose of administering the matters relating to the RTKL set forth in this Section, the applicable "Commonwealth Agency" as provided in the RTKL shall be this governmental organization. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the RTKL.
- b. If a governmental organization needs the contractor's assistance in any matter arising out of the RTKL, the governmental organization shall notify the contractor in writing.
- c. Upon written notification from governmental organization that it requires the contractor's assistance in responding to a request under the RTKL for information that may be in the contractor's possession, constituting, or alleged to constitute, a Public Record in accordance with the RTKL, contractor shall:
  - 1) Provide the governmental organization, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the contractor's possession arising out of this contract, that the governmental organization reasonably believes may be a Public Record under the RTKL ("Requested Information"), to permit the governmental organization to evaluate whether such Requested Information is, in fact, a Public Record within the scope of the subject RTKL information request; provided, however, that providing such Requested Information not previously in the governmental organization's possession shall not be considered an admission by the contractor that such records are Public Records under the RTKL; and
  - 2) Provide such other assistance as governmental organization reasonably may request, in order to comply with the RTKL. If the contractor fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the contractor shall indemnify and hold the governmental organization harmless for any damages, penalties, detriment or harm that the governmental organization may incur under the RTKL as a result of the contractor's failure, including any statutory damages assessed against the governmental organization.

- d. If the contractor considers the Requested Information not to be a Public Record, or exempt from production due to the inclusion of trade secret, confidential proprietary information, or any other reason for exemption from production as a Public Record under the RTKL, the Funding Recipient shall provide a written statement to the governmental organization within seven (7) days of receipt of the governmental organization's request for the Requested Information. This statement shall be signed by a representative of the contractor, explaining why the contractor considers the Requested Information exempt from public disclosure.
- e. If such a written statement is timely provided, the governmental organization will rely upon it in denying a RTKL request for the information. However, if governmental organization reasonably determines that such written statement is patently flawed or the Requested Information is, on its face, clearly not protected from disclosure under the RTKL, the contractor shall, subject to its rights of appeal, provide the Requested Information within five (5) business days of notification of the governmental organization's decision. If the contractor fails to provide the Requested Information within the five (5) business days, the contractor shall indemnify and hold the governmental organization harmless from any damages, legal fees, penalties, detriment or harm, including statutory damages assessed against the governmental organization that the governmental organization may incur under the RTKL as a result of the contractor's failure to provide the records.
- f. The contractor shall be entitled to challenge or appeal any decision of the governmental organization, the Commonwealth Office of Open Records ("OOR") or any applicable court mandating the release of any record to the public which the contractor believes is not properly subject to disclosure under the RTKL; provided, however, that:
  - 1) the contractor shall be solely responsible for all costs related to such action; and
  - 2) the contractor shall indemnify and hold harmless the governmental organization from and against any and all legal fees, damages, penalties, detriment or harm that the governmental organization may incur under the RTKL as a result of such action, including any statutory damages assessed against the governmental organization, regardless of the outcome of such legal challenge. If the contractor does not appeal or is not successful after final appeal from a determination by the OOR or Pennsylvania courts, the contractor agrees to waive all rights or remedies that may be available to it as a result of the governmental organization's subsequent disclosure of Requested Information pursuant to such a decision by the OOR or Pennsylvania courts. The governmental organization will reimburse the contractor for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the OOR, or as otherwise provided by the RTKL, if the fee schedule is inapplicable.

- g. Notwithstanding the foregoing, nothing set forth herein is intended, nor shall it be construed, to expand the contractor's obligations, or the governmental organization's authority, beyond those obligations and authority, respectively, as are set forth in the RTKL, and the sole remedy for any failure by the contractor to perform any obligation arising hereunder, or under the RTKL, shall be limited to those specifically provided for pursuant to the RTKL, and the failure of the contractor to comply with the provisions of this Section shall not constitute a default or Event of Default under the contract or the Contract Documents.

**GIBSON-THOMAS ENGINEERING CO., INC.****STANDARD CONTRACT PROVISIONS****TABLE OF CONTENTS**

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## Standard Contract Provisions

### A. GENERAL

#### 1. Scope of Work

The Work to be done under the Contract, as shown on the Plans and Specifications, shall include the furnishing and complete installation of all Materials and any other necessary Work required for proper completion, operation and use of the facilities. All the equipment, Materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the Plans and Specifications, shall be furnished and/or installed by Contractor without extra cost to the Owner.

The titles or headings of the various divisions, sections, paragraphs, subparagraphs or of Shop Drawings, and the Table of Contents and the indexes, as used in any of the Contract Documents are for convenience of reference only and are not intended to limit and shall not be construed as in any way limiting the application of the text.

#### 2. Definitions

The written contract executed by the Contractor and the Owner covering the Work to be performed in the construction of the Project is referred to herein as the "Contract Agreement or the "Contract." The Contract includes all the Contract Documents attached to the Contract and are incorporated into the Contract by this reference. Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

##### a. Addenda

Written or graphic instruments issued prior to the execution of the Contract Agreement that modify, clarify or interpret Contract Documents, Shop Drawings, Plans and Specifications, by additions, deletions, clarifications or corrections.

##### b. Bid

The offer or proposal for the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

##### c. Bidder

Any person, partnership, firm, corporation, limited liability company, or other business entity submitting a bid for the Work.

d. Bonds

Bid, Performance, Payment and Maintenance Bonds and other instruments of security furnished by the Contractor and its surety in accordance with the Contract Documents.

e. Change Order

A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents or authorizing an adjustment in the Contract Price or Contract Time.

f. Contract Documents

The Contract, including the Public Advertisement, Instructions to Bidders, Proposal Form, Bid Bond, Contract Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order(s), Plans, Specifications, Shop Drawings and Addenda.

g. Contract Price

The total monies payable to the Contractor under the terms and conditions of the Contract Documents, sometimes also referred to herein as the Contract Amount.

h. Contract Time

The number of calendar days stated in the Contract Documents for the completion of the Work.

i. Contractor

The person, or persons, partnership, firm, corporation, limited liability company, or business entity with whom the Owner has executed the Contract Agreement, acting directly or through his, their or its agents or employees.

j. Engineer

The firm GIBSON-THOMAS ENGINEERING CO. INC., and its authorized representatives.

k. Field Order

A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time issued by the Engineer to the Contractor during construction.

i. Lump Sum Price

The amount bid as a single item for the Work complete and ready to use.

m. Materials

Materials incorporated or to be incorporated in the Contract Work or used or to be used in the operation of the completed improvements.

n. Notice of Award

The written notice of the acceptance of the Bid from the Owner to the successful Bidder stating that, upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Contract Agreement.

o. Notice to Proceed

Written communication issued by the Owner to the Contractor authorizing Contractor to proceed with the Work and establishing the date of commencement of the Work.

p. Owner

A public or quasi-public body or authority, corporation, association, partnership or individual which is a party to the Contract Agreement and for whom the Work is to be performed.

q. Plans

The part of the Contract Documents that shows the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

r. Project

The undertaking to be performed as described and provided in the Contract Documents.

s. Resident Project Representative

Any authorized representative of the Owner who is assigned to the project site or any part thereof, including the Engineer and the Engineer's authorized representative.

t. Proposal Form

Proposal Form means the form prepared by the Owner on which the Bidder is to submit or has submitted a proposal for the Work to be completed.

u. Shop Drawings

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Sub-Contractor, manufacturers, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

v. Specifications

A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction, system, standards and workmanship.

w. Sub-Contractor

A person or persons, partnership, firm, corporation, limited liability company or other business entity having a direct Contract with the Contractor or with any other Sub-Contractor for the performance of the Work at the site.

x. Substantial Completion Date

That date as certified by the Engineer when the construction for the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

y. Supplier

Any person, supplier or organization, who supplied Materials or equipment for the Work, including that fabricated to a special design but who does not perform labor at the site.

z. Unit Price

Any price bid under the respective items of the Proposal Form, whether such price be per unit of measurement, per each or per lump sum.

aa. Work

All labor necessary to produce the construction required by the Contract Documents and furnish and install all Materials and equipment incorporated or to be incorporated in the Project.

bb. Written Notice

Any notice to any party to the Contract Agreement relative to any part of the Contract Agreement in writing and considered delivered and the service there completed, when posted by certified or registered mail to the said party at its last given address or delivered in person to said party or its authorized representative on the Work.

Wherever in the Contract Documents, the word "directed, required, permitted, ordered, designated, prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner or Engineer is intended; and, similarly the words "approved, acceptable, satisfactory," or words of like import shall mean approved by, acceptable to, suitable to, are satisfactory to the Owner or Engineer in each case. Wherever, in the Contract Documents, the words "supervision, or superintendence," or words of like import are used, it shall be understood that supervision or superintendence by the Contractor is intended.

## B. CONTRACT AND CONTRACT DOCUMENTS

### 1. General

The Contract Documents comprise the following documents generally described in this Section B, including all additions, deletions and modifications incorporated therein, before the execution of the Contract Agreement.

### 2. Bidding Documents

Bidding Documents issued by the Owner to assist Bidders in preparing their proposals include:

#### a. Public Advertisement

#### b. Instruction to Bidders

#### c. Proposal Form

The offer of a Bidder to perform the Work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

#### d. Bid Security/Bid Bond

A cashier's check, certified check, cash, or Bidder's Bond shall accompany the Proposal Form submitted by the Bidder as a guaranty that the Bidder will enter into an agreement with the Owner for the construction of the Work if the Contract is awarded to bidder.

#### e. Addenda to Contract Documents

Any Addenda issued during the time of bidding or forming a part of the Contract Documents loaned to the Bidder for the preparation of its Proposal Form, shall be covered in the Proposal Form and shall be made a part of the Contract Documents. Receipt of each Addenda shall be acknowledged in the Proposal Form.

### 3. Contractual Documents

a. The Contract Agreement covers the performance of the Work described in the Contract Documents, including all supplemental Addenda thereto and all general and special provisions pertaining to the Work or Materials therefor.

#### b. Bonds

The Contractor shall, before the time of its execution of the Contract Agreement, furnish bonds in a form prescribed by the Owner and with a Surety company authorized to do business in the State where the Work is located, as follows:

- 1) Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount as a guarantee of good faith on the part of the Contractor to execute the Work in accordance with the terms of the Contract Agreement.
- 2) Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Amount as a guarantee of good faith on the part of the Contractor to make all payments for labor and material in connection with the Contract.

### 4. Standard Contract Provisions

The Standard Contract Provisions outline certain general responsibilities of the Owner and the Contractor (who are the parties to the Contract Agreement) and also those responsibilities delegated by the Owner to the Engineer who acts as the agent of the Owner.

### 5. Plans and Specifications

The intent of the Plans and Specifications is that the Contractor shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the Work, unless specifically noted otherwise. The Contractor shall do all the Work outlined in the Contract Documents and all incidental Work necessary to complete the Project in a substantial and acceptable manner and fully complete the Work or improvement, ready for use, occupancy and operation by the Owner.

Any discrepancies found between the Shop Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Shop Drawings or Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any Work done by the Contractor after its discovery of such discrepancies, inconsistencies, or ambiguities, and before written direction by the Engineer, shall be done at the Contractor's risk.

Each requirement appearing in any one of the Contract Documents is as binding as though it were repeated or shown in every one of the Contract Documents.

In case of any discrepancy or conflict between or among two or more of said documents, except as otherwise ruled by the Engineer, figured dimensions shall control scaled dimensions, larger scale superseding smaller scale.

Specifications shall control plans, and, in general, a special or detail specification shall control a general or standard specification relative to the same subject. In any and all cases of discrepancy in figures, drawings or Specifications; the matter shall be submitted immediately by the Contractor to the Engineer for its decision. The most stringent requirement shall always apply.

6. Notice of Change of Address

It shall be the duty of each party to advise the other parties to the Contract Agreement by written notice as to any change in its business address until completion of the Contract.

7. Assignment of Contract

Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract Agreement or any portion thereof, or of its right, title or interest therein by, or its obligations thereunder, without written consent of the other part.

8. Modification of Contract

The Contract Documents may be modified and changed from time to time by written order of the Owner, in a manner not materially affecting the substance thereof if such changes are necessary to carry out and complete more fully and perfectly the Work to be done and performed. The Contractor shall acknowledge, in writing, receipt of every such order.

If the changes and modifications increase the expense of the Work the increased expense shall be paid for by the Owner. If such changes and modifications diminish the expense of the Work, the amount of said diminution shall be credited to the Owner.

The additional payment or amount credited shall be on a basis previously agreed upon, in writing, by the Owner and the Contractor. No consequential loss of profit on Work not executed shall be paid to the Contractor. The amount of compensation to be paid to the Contractor for any changes and alterations, as so ordered, shall be determined:

- a. By such applicable unit prices, if any, as are set forth in the Contract Documents; or,
- b. If no such unit prices are so set forth, then a lump sum mutually agreed upon by the Owner and the Contractor; or,
- c. If no such unit prices are so set forth, and if the parties cannot agree upon a lump sum, the following shall apply:

Then by the actual net cost in money to the Contractor of the Materials and of the payroll cost of applied labor (including premiums for Workmen's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus fifteen percent as compensation for all other items of profit and costs or expenses, including administration, overhead, superintendence, insurance (other than Workmen's Compensation Insurance), Materials used in temporary structures, allowances made by the Contractor to the Sub-Contractors, additional premiums upon the performance bond of the Contractor and the use of small tools.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency, as herein provided.

9. Oral Agreements

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modifications.

**C. OWNER'S RIGHTS AND RESPONSIBILITIES**

1. Lands and Rights-of-Way

The Owner will furnish the necessary lands and rights-of-way as are required for the Contract Work, and all lawful authority that may be necessary for approved crossings or occupation of lands or railroads, upon which the Contract Work will be done. The Owner shall pay all costs or fees associated with the obtaining of all lands and rights of way, except for inspection fees levied by others. All property right-of-way surveys, unless otherwise specified shall be furnished by the Owner.

2. Permits

Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified in these documents.

3. Base Lines and Grades

The Owner, prior to the start of the Work, will furnish basic offset lines or points for structures and basic centerline data, if required, for pipelines and sewers or drains. A system of elevation benchmarks, or accurate points of elevation shall also be furnished by the Owner.

4. Owner's Right to Correct Deficiencies

Upon failure to perform the Work in accordance with the Contract Documents, and after five (5) days' written notice to the Contractor, the Owner may, without prejudice to any other remedy he may have, direct the Contractor not to correct the Work and the Owner may then correct such deficiencies in Work intended to become a permanent part of the Project.

5. Underground Structures

The Owner does not represent, warrant, or obligate itself that the location, number, size, character or, condition of any underground structures shown on the Contract Plans are correct. Information shown on the Contract Plans, as to such underground structures, is based on such information as has been obtained from records, surveys, and other sources to the maximum extent possible. The Bidder shall make its own independent investigations of these conditions, and no claim for extra compensation will be considered by reason of any error in its information. (Ref. Instructions to Bidders, Item 27.)

6. Owner's Right to Stop Work or Terminate Contract

The Owner shall have the authority to suspend the Work, wholly or in part, for such period or periods as Owner may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carrying out the provisions of the Contract, or to supplying materials meeting the requirements of the Contract Documents.

The Work, or any portion thereof may be suspended at any time by the Owner, provided that Owner gives the Contractor five (5) days' notice of suspension which shall set forth the date on which Work is to be resumed.

The Contractor shall resume the Work upon written notice from the Owner and within five (5) days after the date set forth in the notice of suspension. The Contractor shall be entitled to payment only for that portion of the Work completed.

Unless approved in writing by the Engineer, no payment for remobilization will be allowed the Contractor due to suspension of Work by the Owner, for any reason.

In addition, an immediate suspension of Work may be ordered by the Engineer or Owner if:

- a. the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or,
- b. a receiver or liquidator shall be appointed for the Contractor, or for any of its property, and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within said twenty (20) days; or,
- c. the Contractor shall refuse or fail after notice or warning from the Engineer to supply enough properly skilled workmen or proper Materials; or,

- d. the Contractor shall refuse or fail to prosecute the Work within the period herein specified or duly authorized extension thereof), or shall fail to complete the Work within said period; or,
- e. the Contractor shall fail to make prompt payment to persons supplying labor or Materials for the Work; or
- f. the Contractor should fail to maintain the insurance required under the Contract Documents for the life of the Contract Work; or,
- g. the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Engineer or otherwise be guilty of a substantial violation of any provision of this Contract Agreement.
- h. the Contractor shall disregard the provisions of the Contract Documents relating to care and protection at public and private property and any public or private utilities serving same, as well as prompt restoration of disturbed areas.

Then, in any of such events, the Owner, without prejudice to any other rights or remedies it may have, may do the following:

- i. Order an immediate suspension of the Work. In this regard, the Inspector employed by the Owner or Owner's Engineer shall have the authority to order suspension, and which order shall be complied with by Contractor.

In the event that such suspension order is given, then Owner shall follow up the order by written notice to Contractor given by either the Engineer or the Solicitor of Owner within twenty-four (24) hours thereafter. In the event of such suspension, any Work performed by Contractor thereafter shall be at its own risk, and if Work is performed either

- 1) without the presence of an Inspector either employed by the Owner or its Engineer; or
- 2) otherwise not in accordance with any of the terms of this Contract, then such Work shall be automatically rejected by Owner as not being in accordance with the terms of this Contract, and Contractor shall not be entitled to compensation therefore and shall be responsible for removal and replacement of such Work.

The suspension permitted hereunder shall continue until the reason for the suspension has been cured by the Contractor to the satisfaction of the Engineer and the Owner; and Contractor shall honor such suspension and perform no further Work under this Contract until Contractor receives written notice that the Engineer is satisfied that such Work may continue. Contractor shall not be entitled to any compensation, damages, or payment by reason of delay or otherwise for a suspension so ordered under this paragraph.

- j. In addition to the right to suspend Work, Owner may also by ten (10) days written notice to Contractor terminate the Contract and any of Contractor's rights to proceed, as to the entire Work or (at the option of the Owner) as to any portion thereof, and may take possession of the Work and complete the Work by contract or otherwise, or may require Contractor's surety to complete the Work, as the Owner at its sole option may determine.
- k. In the event of suspension under paragraph (1) above or in the event of termination under paragraph (2) above, Contractor shall not be entitled to receive any further payment during either the period of the suspension, or until the Work is finished in the event of termination. In the event of termination, Contractor shall not be entitled to receive any payment if the unpaid balance of the compensation to be paid to Contractor exceeds the expense of so completing the Work (including compensation for additional managerial, administrative and inspection services and damages for delay). If such expense shall exceed such unpaid balance, the Contractor and its sureties shall be liable to the Owner for such excess.

If the right of the Contractor to proceed with the Work is so terminated, the Owner may take possession of, and utilize in completing the Work, such Materials, appliances, supplies, plant and equipment as may be on the site of the Work and necessary therefore.

If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue the Work. In addition, the Owner may choose to terminate any Contract due to changes in the scope of Work, project finances, quantity increases or decreases from bid amounts. In such cases, the Contractor will be paid only for Work performed to the date of termination, which must be a written declaration from the Owner or the Owner's representative.

## D. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

### 1. General

All Work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the Contractor shall in no way relieve the Contractor of its obligation to complete all Work in accordance with the Contract Documents.

All Work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, techniques and procedures and for providing a safe place for the performance of the Work by the Contractor, Sub-Contractors, Suppliers and their employees and for access, use, work or occupancy by all authorized persons, and the Contractor agrees that Engineer shall have no such responsibility.

## 2. Applicable Laws and Regulations

In all matters not otherwise specified, the Contractor shall be subject to the applicable provisions of all Acts of Congress of the United States and of the General Assembly of the Commonwealth of Pennsylvania, the rules and regulations of the Federal and State governments, the building code and other ordinances of the municipality or other local authority in which the Work is located, and the requirements imposed by any required permits. Whenever Federal and/or State grant funds or loans are involved in a project, the Contractor will be required to comply with, and otherwise be subject to, the regulations of all such funding agencies. Contractor shall be required to submit all forms and certifications requested by such agencies and shall cooperate fully with all representatives of such agencies and the Owner.

## 3. Permits, Licenses, and Certificates

The Contractor shall procure all permits and licenses such as, but not limited to, permits authorizing the moving of heavy equipment, except as otherwise indicated, and shall pay all charges and fees and give all notices necessary and incident to the proper and lawful prosecution of the Work. The Owner shall obtain and pay all road occupancy permit fees, except in Pennsylvania state highway right of way projects, the Contractor shall pay all PennDOT fees including inspection fees and bonding fees. The Contractor shall also obtain and supply to the Owner all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters, or such other like bodies as the Specifications may require directly or by implications.

When the Work performed affects the property or facilities of public utility or other corporations or of private persons, the Contractor shall obtain from such corporations or persons, if required, written statements that the Work has been performed satisfactorily so far as their interests are affected and that all claims therefore have been settled by the Contractor and deliver such statements to the Owner.

When new construction is adjacent to or crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission and/or necessary permits from the proper authority before executing such new construction, except road occupancy permits as described above. A copy of such authority's written permission must be filed with the Owner before any Work is done. The Contractor shall replace or repair all existing construction damaged during its performance of the Work. The Contractor will be required to furnish a written release from the proper authority before final acceptance of the Work.

## 4. Structures or Work in Navigable Streams

The Contractor shall secure permits from the United States Government for any necessary construction work or other activity relative to use of any navigable stream. Permits for permanent lines, structures or improvements will be obtained by the Owner. The Contractor shall place and maintain all signals required by the Federal Government and as otherwise ordered.

5. Inspection Charges, Etc., by Contractor

Unless otherwise specified, the Contractor will bear the cost of all inspection by railroads, utilities, municipalities, the Pennsylvania Department of Transportation, and other authorities having jurisdiction, other than the Owner. The Contractor shall include these costs in its bid and shall be held responsible for the payment thereof. This paragraph may be deleted by any instruction to the contrary included in the Specifications. The Contractor will also provide at its expense any special insurance, Blasting Bonds, etc., required by the authority having jurisdiction.

6. Project Signs

When ordered in the Specifications, each Contractor shall furnish and erect Project signs. The Contractor shall provide all other signs in accordance with detailed instructions as required when Federal and/or State grants are involved in the Project. The Contractor shall protect and maintain the signs in good condition throughout the life of the Project.

7. Contractor's Right to Stop Work or Terminate Contract

If the Work shall be stopped by order of the Owner or any public authority for a period of three (3) months, without act or default of the Contractor or any of its agents, servants, employees or Sub-Contractors, the Contractor may, upon ten (10) days' notice to the Owner, discontinue its performance of the Work and/or terminate the Contract, in which event the Owner shall pay the Contractor only for the Work performed.

8. Surveys

Based upon the information provided by the Owner, the Contractor shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall carefully preserve benchmarks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from its negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the loss or disturbance of such benchmarks, reference points and stakes.

9. Lands by Contractor

Any land and access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of Materials shall be provided by the Contractor with no liability cost or expense to the Owner. The Contractor shall confine its apparatus and storage to such additional areas.

10. Private and Public Property

In no case shall the Contractor remove fences or buildings or trespass in any way upon private property without first having entered into a written agreement with the owner of the property for such privileges and having filed a certified copy of same with the Owner. Such agreement shall contain a provision whereby the Contractor is given the right to remove or level down any unsightly pile or piles of material from excavation placed thereon by virtue of said agreement between the Contractor and the property owner.

Contractor shall be responsible for any damage to property due to extending embankment or cut beyond the limits indicated by the slope stakes. Contractor shall take all proper precautions to preserve all adjacent public and private property and shall protect all land and monuments and property markers until the same have been properly referenced

Where the construction operation necessarily interferes with access to adjoining private property, the Contractor, at its own expense, shall provide other suitable means to access.

11. Reports, Records, and Data

The Contractor and each of its Sub-Contractors shall submit to the Owner such schedules of quantities and costs, schedules, payrolls, reports, estimates, records and other data as the Owner may request, relative to the Work under this Contract. The Contractor shall at all times keep at the site of the Work at least one copy of the approved Plans and Specifications for use in the guidance of the Work and for reference purposes by the Engineer or Owner.

12. Approval of Materials and Sources of Supply

The Contractor shall furnish to the Owner for approval, immediately after the signing of the Contract Agreement, a complete statement of the origin, composition, manufacture and proposed sources of supply of all Materials or equipment required for use in this Work, whether supplied by himself or by any approved Sub-Contractor.

The Contractor shall submit, in six (6) copies, detailed information, literature, plans and such other data as required to permit an analysis of the proposed equipment and Materials.

Compliance with the Contract Documents shall be determined, and the Contractor notified relative thereto. No order shall be placed for any material or equipment by Contractor or Sub-Contractor until written approval has been given by the Engineer. Before any material may be shipped from an approved source of manufacture or supply, duplicate copies of the Contractor's formal orders shall be in the hands of the Owner.

The Contractor shall submit promptly to the Engineer six (6) copies of each shop setting drawing prepared in accordance with the schedule predetermined as aforesaid.

After examination of such drawings by the Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with six (6) corrected copies.

If requested by the Engineer, the Contractor must furnish additional copies. Regardless, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications unless Contractor notifies the Engineer in writing of any deviations at the time he furnishes such drawings.

13. Examination and Testing

All Materials and workmanship, if not otherwise stipulated, shall be subject to inspection, examination, and test by the Engineer and other authorized representatives of the Owner, at all times, before, during, or after preparation, during the progress of the Work, or after the Work is completed. The Contractor, upon request, shall furnish samples of any, and all Materials in such quantities as may be required properly to determine their quality and suitability for use in Work to be done under this Contract.

All required tests of Materials shall be paid for by the Contractor, unless otherwise indicated. The selection of bureaus, laboratories and/or agencies for the inspection and testing of supplies, Materials or equipment shall be subject to the approval of the Owner. Satisfactory documentary evidence that the Materials have passed the required inspection and tests must be furnished to the Owner.

14. Specified Brands of Materials

All Materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufactures, fabricator or processors, except as otherwise provided in the Contract Documents. Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers and such other, it is intended to establish a standard for bidding; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function, and is submitted for approval in accordance with the Instruction to Bidders at least ten days before the Bid Opening. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, it will, promptly submit the item at least ten (10) days before the bid opening by written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

No substitute shall be ordered or installed without the written approval of the Engineer who shall be the judge of equality, in its sole and absolute discretion.

The cost of all tests and the expense of the Engineer in witnessing tests and modifying Plans to suit approved substitute equipment shall be borne by the Contractor.

Should it be necessary to modify the Work under this Contract or any other Contract to house or install the substitute equipment, it shall be the Contractor's responsibility to complete all arrangements, including payment therefore, in order that the substitute equipment may be properly incorporated into the overall Contract Work.

No claim for additional compensation shall be made against the Owner for any damages incurred while such tests are conducted, or the substitute equipment furnished to the Project.

**15. Title to Materials**

The Contractor or Sub-Contractor shall not furnish any material for the Work that is subject to a chattel mortgage or subject to conditions or interest retained by the seller. The material or equipment must be free of all encumbrances.

**16. Patents, Royalties, and Licenses**

The Contractor shall hold and save harmless the Owner and its officers, agents, servants and employees from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents. License and/or royalty fees for the use of a process, which is authorized, by the Owner must be reasonable and paid to the holder of the patent or its authorized licensees directly by the Owner and not by or through the Contractor.

If the Contractor uses any design, device or material covered by letters patent or copyright, it shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the Contract Price shall include all royalties or costs arising from the use of such design, device or Materials in any way involved in the Work.

The Contractor and/or its sureties shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such right in connection with Work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

**17. Supervision by Contractor**

The Contractor will supervise and direct the Work efficiently and with its best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

The Contractor will keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Owner and Engineer, except under extraordinary circumstances.

The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

It is expressly understood that whenever the term "superintendence" or "supervision" are used in these Contract Documents, they shall mean the superintendence of supervision provided by the Contractor. Any visits to the site by the Engineer, its representatives, the Owner, its representatives, or the daily presence of the Resident Project Representative shall not be construed as superintendence or supervision of the Project. It is also expressly understood that all superintendence of supervision is provided by and is the sole responsibility of the Contractor.

The Contractor shall supply, at its own expense, all labor and Materials, scaffolds, transportation, runways, water, irons, connections, hoists, tools, structures, etc., of every kind and description, unless otherwise specified, that may be necessary for the completion of the Work.

The Contractor shall be responsible for the correlating and control of the various Sub-Contractor and its own work, so that no part will be left in an unfinished condition owing to disagreement between the various Sub-Contractors as to where the work of one begins and ends, with reference to the work of another.

18. Contractor Responsible Until Work Completed

The Contractor shall have charge of and be responsible for the entire Work until completed and accepted by the Owner. Contractor shall make no assignment of this Contract without the written consent of the Owner, which may be withheld in its sole and absolute discretion.

The Contractor shall give its personal supervision to the faithful prosecution of the Work; shall keep it under its own control; and Contractor shall have a competent representative or foreman on the Work, who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract Agreement and to supply Materials, tools, equipment and labor without delay. However, the Owner, upon request, will be permitted to use and/or operate all or a portion of the Project before final acceptance of same.

Neither the final certificate of payment nor any provision in the Contract Documents, no partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall remedy any defects in the Work and pay for any damage to other Work resulting therefrom, which shall appear within a period of two (2) years from the date of final acceptance of the Work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

All loss or damage arising out of the nature of the Work, or any damage to the Work itself to be done under this Contract or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same, or from the action of the elements, or from any cause or causes whatsoever, until the same shall have been finally accepted, shall be sustained and paid for by the Contractor.

**19. Light, Heat, Power and Water**

Unless expressly otherwise stated, the Contractor shall arrange for, supply, and maintain, at its own cost, all light, heat, power and ample water supply required for the proper prosecution and completion of the Contract.

When the nature of the Work is such that its prosecution interrupts or interferes with existing lighting (including navigation signals), heating, power or water facilities, unless otherwise expressly stated, the Contractor shall supply and maintain acceptable temporary facilities until the regular facilities again can function or until new facilities are in operation.

**20. Sanitary Provisions**

The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its Sub-Contractors as may be necessary to comply with the requirements and regulations of the local and State Departments of Health. It shall be the duty of the Contractor to see that these regulations are enforced. Contractor will be held responsible for damages due to failure to observe sanitary precautions.

**21. Safety Provisions**

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions for the job site, including safety of all persons and property affected directly or indirectly by its operations during the performance of the Work. This requirement will apply continuously, twenty-four hours per day, until acceptance of the Work by the Owner and shall not be limited to normal working hours. The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

The Contractor and Sub-Contractors shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54). In addition, the Contractor and Sub-Contractors shall comply with the regulations of any State and/or Federal agency having jurisdiction.

The Owner and/or Engineer will in no way be liable or accept liability for any defaults of the Contractor or the Contractor's Sub-Contractors of the said standards set out in said legislation or regulations.

**22. Work During an Emergency**

The Contractor shall perform any Work and shall furnish and install any Materials and equipment necessary during an emergency endangering life or property. In all cases Contractor shall notify the Owner of the emergency as soon as practicable, but Contractor shall not wait for instructions before proceeding to properly protect both life and property.

**23. Warning Signs and Barricades**

The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

**24. Public Convenience**

The Contractor shall, at all times conduct its Work, so as to insure the least possible obstruction to traffic and inconvenience to the general public, and the residents in the vicinity of the Work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure inlets, drainage ditches and irrigation ditches which shall not be obstructed.

**25. Protection, Support, and Maintenance of Structures**

The Contractor shall so conduct its operations as not to damage existing structures or Work installed either by it or by other contractors or Sub-Contractors. In case of any damage resulting from Contractor's own operation, it shall completely repair or provide for the repair or replacement of all such damage at its own expense.

The Contractor shall maintain the service of, shore up, sling, support, protect and make good, all water pipes, gas pipes, service pipes, sewers and sewer connections, conduits, manholes, drains, vaults, building, tracks or other structures and substructures of municipalities and public utility companies, and all service lines and structures, including substructures of private abutting owners that are located within the lines of the improvements which may be liable to disturbance or injury during the progress of the Work.

Contractor shall furnish and place all necessary supports and shall supply all labor and Materials necessary to reconnect and restore to the condition existing at the time they were uncovered all such structures which become disturbed or damaged at Contractor's own expense.

**26. Weather Conditions**

If a temporary suspension of Work should occur during inclement weather, the Contractor shall protect carefully all Work and Materials under this Contract against damage or injury from the weather. If, in the opinion of the Engineer, damage results to either the Work or Materials by reason of failure on the part of the Contractor to protect its Work, such Materials or Work will be removed and replaced by and at the expense of the Contractor.

**27. Protection Against Freezing**

All concrete work during cold weather shall be performed in strict accordance with the Standard Specifications relating to concrete work. During the winter months, the footings of all walls, piers and foundations shall be banked with at least two feet of straw and covered over with sand or foam. This protection shall be maintained until all danger from freezing has passed.

**28. Removal of Water**

The Contractor shall at all times during the construction of the Work and at the completion for final inspection, provide and maintain ample means of equipment with which to promptly remove and properly dispose of all water entering the excavation or other parts of the Work, and keep said excavations dry until the structures to be built therein are completed.

No masonry shall be laid in water and water shall not be allowed to rise over masonry until the concrete or mortar has set at least twenty-four (24) hours.

All water pumped or drained from the Work hereunder shall be disposed of in a suitable manner without damage to adjacent property or to other Work under construction, and in accordance with the provisions of these Contract Documents. Such sewers as are built as a part of this Contract may be used for the removal of water, under conditions approved by the Engineer, but such drains or outlets shall be left in a clean and satisfactory condition at the expiration of the Contract.

**29. Contractor to Provide Watchman**

When the construction Work to be done under this Contract is in such proximity to important buildings, railroads, highways or other structures that they may be endangered by slips or blasting, the Contractor shall provide and place such watchmen as may be required for the safety of persons and property and, in addition, as may be ordered. No additional compensation will be allowed the Contractor for the services or cost of any such watchmen.

**30. Fires, Signs, Loading, and Refuse**

The Contractor shall promulgate and enforce rules to prevent, and it shall be its duty to prevent:

- a. the lighting of open fires in or near any structures;
- b. the erection on or near the Work of any sign, billboard or advertisement by the Contractor, or its Sub-Contractors, except by written order or permission;
- c. the loading of any part of a structure with a weight greater than it will safely bear;
- d. the leaving of any refuse on or in the vicinity of the Work which will attract mice, rats, or vermin.

**31. Use of Premises and Removal of Debris**

The Contractor expressly undertakes, at its own expense:

- a. to take every precaution against injuries to persons or damages to property;
- b. to store its apparatus, Materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of its Work or the Work of any other contractors;
- c. to place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
- d. to frequently clean up all refuse, rubbish, scrap materials, and debris caused by its operations; to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
- e. before final payment, to remove all surplus material, false work, temporary structures, including foundations, thereof, plants of any description, and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition;
- f. to affect all cutting, fitting or patching of its Work required to make the same to conform to the Plans and Specifications, and except with the consent of the Engineer, not to cut or otherwise alter the Work of any other Contractor.

**32. Erosion and Siltation Prevention**

In the execution of this Work the Contractor shall take suitable precautions to prevent erosion and siltation and any other pollution of the waters of the Commonwealth.

Improper construction practices such as the following are specifically prohibited: dumping of spoil material into the stream or on the banks thereof where it may wash or slide into the stream; excessive or unnecessary operation of equipment in the stream; pumping of silt-laden water from excavations into the stream; disposal of trees, brush and other debris into the stream; and altering the flow line of the stream.

Methods which shall be used to prevent erosion and resultant siltation are as follows:

- a. no trees may be removed from stream banks;
- b. topsoil will be stripped, stockpiled and protected;
- c. stone riprap will be placed on disturbed portions of stream banks at stream crossings in order to maintain the original alignment thereof;
- d. ditches will be backfilled as specified and brought to the original ground surface elevation, the top layers being from the stripped topsoil stockpile;
- e. all useable sod and landscaping materials will be replaced on the excavation areas, or a seeding of ryegrass made on the fertilized backfill areas.
- f. Critical Area Vegetation Stabilization

Critical areas are those in which cutting, filling and grading soils with heavy equipment often results in the exposure of soils and subsoils.

Certain conditions resulting from such exposure, such as acidity, low fertility, compaction, or dryness or wetness, which are unfavorable to plant growth, often prevail.

Excessively long slopes and steep grades are often encountered or created. Water disposal structures are normally subjected to hydraulic forces requiring both special establishment techniques and grasses that have high resistance to scouring. However, plants and techniques are available to provide both temporary and permanent protective cover on these difficult sites. These are as follows:

- g. Permanent Vegetation

For both sodding and seeding, there is a fairly wide choice of grasses, legumes and other plants for use on critical areas. The final choice of species should be determined by weighing such factors as adaptability, use, aesthetic requirements, a degree of maintenance that can be expected and other special considerations.

#### h. Diversions

A diversion consists of a channel or ditch and a ridge constructed across a sloping land surface on the contour, or with predetermined grades to intercept and divert surface run-off before it gains sufficient volume and velocity to create harmful erosion. The water is collected and conveyed laterally along the diversion at slow velocity and discharged into a protected area of outlet channel.

#### i. Bench Terraces

Bench terraces are relatively flat surfaces constructed on sloping land or embankments to planned dimensions and grades. Bench terraces are applied along the contour with the length and width controlled by the natural terrain and the required erosion limitations.

#### j. Sediment Basins

The construction of an earth fill type dam downstream from a development area serves to regulate runoff and trap sediment. The sediment can be removed mechanically as the storage space behind the dam becomes filled, or sufficient space may be built into the structure to provide storage for its useful life.

The whole structure can be removed after stability is reached in the development area or it can be retained and maintained to enhance the area. The suitable precautions used will depend on the many variables encountered during construction. The Engineer will determine the method or methods to use to prevent erosion and the resilient siltation. As the Work proceeds, the disturbed area shall promptly be graded in such a manner as to minimize erosion and shall be seeded with a type of vegetation approved by the Engineer as appropriate to the site.

All areas on which grading and final preparations prior to seeding are completed after October 15th will be well mulched and protected from erosion until such time in the spring of the year when effective seeding can be undertaken.

No areas of bare, un-vegetated or unpaved soil will be exposed for a period of time exceeding fifteen (15) calendar days.

The foregoing is a generalized summary of the measures to be taken for the prevention of erosion and sedimentation. They are described in greater detail in those divisions of the Standard and Detail Specifications pertaining to the Project and shall be followed to the fullest extent applicable.

In addition, the principles stated in the Soil Erosion and Sedimentation Control handbook issued by the Pennsylvania Department of Environmental Protection, and as set forth in the Erosion and Sedimentation Control Plan prepared and approved for the Project, shall hereby be made a part of the Contract Documents as the guide and standards for the techniques to be followed for the control of erosion and sedimentation.

### 33. Employment Requirements

#### a. Equal Employment Opportunity

- 1) The Contractor will be required to comply with the President's Executive Order 11246, Governor of Pennsylvania's Executive Order 1972-1 and all related laws, amendments and regulations of the Federal and State governments as related to equal employment opportunity.
- 2) The Contractor shall not discriminate against any applicant for employment, employee or any independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex.
- 3) The 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:
  - (a) employment upgrading, demotion or transfer,
  - (b) recruitment or recruitment advertising,
  - (c) layoff or termination, rates of pay or other forms of compensation,
  - (d) selection for training.
- 4) The Contractor shall post in conspicuous places, available to employees, agents, applicants, for employment and other persons, notices setting forth the provisions of this non-discrimination clause.
- 5) The Contractor shall in solicitations or advertisements placed by him or in its behalf state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
- 6) The Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other Contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notices shall be sent to every other source of recruitment utilized by the Contractor.
- 7) It shall be no defense to a finding of a noncompliance with Executive Orders indicated in paragraph 6.33 A (1) above or any regulations issued pursuant to said Executive Orders of this nondiscrimination clause that the 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.

- 8) 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 the Contractor will be unable to meet its obligations under Executive Orders or any Regulations issued pursuant to said Executive Orders or this nondiscrimination clause, the Contractor shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, national origin, sex, or age taking affirmative action to obtain qualified minority group persons.
- 9) The Contractor shall comply with all rules, regulations and orders issued by Federal and State governments relating to law prohibiting discrimination in hiring or employment opportunities.

In the event of the Contractor's non-compliance with the non-discrimination clause of this Contract or with such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation or order of Federal or state governments, or as otherwise provided by law.

- 10) The Contractor shall furnish all information and reports required by Federal and State governments and will permit access to its books, records and accounts by appropriate agencies, for purposes of investigation to ascertain compliance with provisions of Executive Orders indicated in paragraph 6.33 A (1) or any Regulations issued pursuant to said Executive Orders or this nondiscrimination clause.
- 11) The Contractor shall actively recruit minority Sub-Contractors or Sub-Contractors with substantial minority representation among their employees.
- 12) The Contractor shall include the provisions of Paragraphs 6.33 A (1) through 6.33 A (10) in every Sub-Contract or purchase order, so that such provisions will be binding upon each Sub-Contractor or vendor or other person.
- 13) The terms used in this nondiscrimination clause shall have the same meaning as in the Contract compliance regulations issued pursuant to Executive Order 1972-1 and Executive Order 11246.

b. Employment of Local Labor

It shall be the Contractor's responsibility, to the maximum extent practicable, to provide new job opportunities for the unemployed and under-employed in the area in which the Project is located and according to state law Pardons and Statutes 43 P.S. S 154. The Contractor shall insert a similar provision in each construction sub-contract for this Project.

c. Minimum Wage Rates

The minimum wage rates for each craft or classification of all workmen needed to perform this Contract during the anticipated term hereof shall be governed by either the "Davis Bacon Act" (40 U.S. Code 276 (a) or the "Pennsylvania Prevailing Wage Act" (43 P.S. 165-1 to 165-17).

The Contractor's attention is directed to these two statutes so that the applicable provisions of either of these Acts shall be strictly adhered to in the performance of this Contract.

Failure to adhere to the applicable provisions of these Acts shall be sufficient grounds for the Owner to declare this Contract in default or to terminate this Contract. The minimum wage rates applicable to all Contracts, as established and to the extent available, are available for review at the office of the Engineer by all prospective Bidders.

d. Pennsylvania Prevailing Wage Act

All Contracts in excess of \$25,000 that are not subject to the Walsh-Healey Act or the Davis-Bacon Act, shall be subject to the Pennsylvania Prevailing Wage Act.

Where minimum wage rates have been established by the Pennsylvania Department of Labor and Industry and also by the United States Secretary of Labor, the higher rate shall be applicable. For Contracts subject to the provisions of the Pennsylvania Prevailing Wage Act, the Prevailing Wage Determination shall become a part of the Contract and all of the provisions of said Act are included herein by reference.

The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry must be paid to all workmen employed in the performance of the Contract. 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, as amended, and the Regulations used pursuant thereto, to assure the full and proper payment of said rates.

All workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in these specifications.

These provisions shall apply to all Work performed on the Contract by the Contractor and to all Work performed on the Contract by all contractors. The Contractor shall insert in each of its Sub-Contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

No workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary.

In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of the Act shall be followed.

All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any Contractual relationship exists or the nature of any Contractual relationship which may be alleged to exist between any Contractor, Sub-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 worked in the appropriate classifications.

Nothing in the Contract, the Act, or these Specifications shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary, to any workmen on public work.

The Contractor and each Sub-Contractor shall post for the entire period of construction, the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the Work and at such place or places used by them to pay workmen their wages.

The posted notice of wage rates must contain the following information:

- 1) Name of Project
- 2) Name of public body for which it is being constructed
- 3) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage determination for the particular Project.
- 4) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes
- 5) A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or Sub-Contractor are not complying with the Act in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry within three months of the date of the occurrence, objecting to the payment to any Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project.

Any workmen paid less than the rate specified in the Contract shall have civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

The Contractor and all Sub-Contractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work, and such record must include any deductions from each workman.

The record shall be preserved for two (2) years from the date of payment, and shall be open at all reasonable hours to the inspection of the Owner and to other authorized officials.

Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council, and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961, (Act 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

Wages shall be paid without any deductions except authorized deductions. Employers not parties to a Contract requiring contributions for which the Secretary has determined to be included in the general prevailing minimum wage rate, shall pay the monetary equivalent thereof directly to the workmen.

Payment of compensation to workmen for work performed on public work on a lump-sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Specifications, regardless of the average hourly earnings resulting therefrom.

Each Contractor and each Sub-Contractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with the Owner, under oath, and upon an approved form which will be supplied by the Owner, certifying that all workmen have been paid wages in strict conformity with the provisions of the Act, or if any wages remain unpaid to set forth the amount of wages due and owing of each workman respectively.

#### **34. Date of Starting and Completing Work**

The Contract Work shall be started immediately upon receipt of a written notice from the Owner and shall be continued in full force until completion, unless approval to suspend Work is granted by the Owner or unless delays occur due to unfavorable weather.

The Work shall be completed in the number of days after the date of Notice to Proceed as indicated in the Contract Documents. Time is of the essence in the performance of the Work.

Before filing its bid, the Bidder shall have made all arrangements to be fully equipped to expeditiously carry on all Work in case it is awarded a Contract and shall have made all arrangements to permit immediate transportation to the site of the Work of all equipment, Materials and other facilities required to execute the Work.

In scheduling its operations, the Contractor shall take into consideration all delays that may occur due to unfavorable weather; failure of public utilities or others to install, remove or adjust their structures when required; and the uncertainties prevailing on account of a national emergency in regard to obtaining critical materials and labor to complete the various portions of such Work in time.

### **35. Order of Work and Progress Schedule**

Where the order of Work is stated in the Contract, the Contractor shall comply therewith unless given written permission to change such orders.

Where the order is not so stated, the Contractor, before starting the Work, shall submit to the Owner and Engineer a schedule setting forth the order in which Contractor will start and complete the various portions of the Work. Upon review and approval of said schedule by the Owner and Engineer, shall strictly conform thereto unless given written permission to depart therefrom.

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner and Engineer an estimated construction progress schedule, including schedule of Shop Drawings, in a manner satisfactory to the Owner and Engineer, showing the proposed dates of commencement and completion of each of the various subdivisions of Work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The schedule shall contain the starting and completion dates of the various stages of the Work, and with sufficient detail to understand the relationships of all associated tasks comprising the Work, including any milestones specified in the Contract Documents. Contractor shall update such progress schedule on a monthly basis, or as requested by the Owner or Engineer, and shall provide a copy of the progress schedule with each request for payment.

### **36. Prosecution of Work**

The Contractor shall prosecute the Work diligently, so that it may be completed as promptly as conditions may permit in an economical manner within the Contract Time.

If the Work is not being prosecuted satisfactorily, in the judgment of the Owner, the Owner may after fifteen (15) days' written notice to the Contractor, declare the Contractor in default and notify the Contractor's Surety to proceed with the Work accordingly, or if he so desires, the Owner may cancel the Contract and pay to the Contractor the price of the Work actually completed as determined by the Engineer. Upon payment of such amount, all obligation of the Owner shall be deemed as fulfilled and terminated.

37. Competent Workman

The Contractor shall employ only competent and efficient laborers and first class mechanics or artisans for every kind of Work, including supervision. Whenever, in the opinion of the Owner, any man is unfit to perform his task or does his work contrary to directions, or conducts himself improperly, the Contractor shall remove him from the work immediately and not employ him again on the Project.

38. Sub-Contracting

The Contractor may utilize the services of qualified Sub-Contractors on those parts of the Work which, under normal Contracting practices, are performed by Sub-Contractors specializing in the particular class of Work. The Contractor shall not award any Work to any Sub-Contractor without prior written approval by the Owner, which approval will not be considered until the Contractor submits to the Owner a written statement concerning the proposed award to the Sub-Contractor, which statement shall contain such information as the Owner may require. Owner reserves the right, at its discretion, to approve or reject any Sub-Contractor or Supplier. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Sub-Contractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all Sub-Contracts relative to the work to bind Sub-Contractors to the Contractor by terms of the Standard Contract Provisions and other Contract Documents, insofar as applicable to the Work of the Sub-Contractors, and to give the Contractor the same power as regards terminating any Sub-Contract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

For convenience of reference and to facilitate the letting of Contracts and Sub-Contracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner or the Engineer an arbitrator to establish limits to the Contracts between Contractor and Sub-Contractor. Nothing contained in this Contract shall create any Contractual relation between any Sub-Contractor and the Owner.

39. Work by Others

The Owner may perform additional work related to the Project by itself, or it may let others direct contracts therefor which shall contain Standard Contract Provisions similar to these. The Contractor will afford the other contractors who are parties to such direct Contracts (or the Owner, if it is performing the additional work himself), reasonable opportunity for the introduction and storage of Materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with theirs.

If any part of the Contractor's Work depends for proper execution or results upon the Work of any such other Contractor (or the Owner), the Contractor will inspect and promptly report to the Engineer in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results.

Contractor's failure to so report shall constitute an acceptance of the other Work as fit and proper for the relationship of its Work except as to defects and deficiencies that may appear in the other Work after the execution of its Work.

The Contractor will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer. If the performance of additional work by other contractors or the Owner is not noted in the Contract documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves it in additional expenses or entitles Contractor to an extension of the Contract Time, it may make a claim therefor and submit said claim to the Engineer for approval.

#### **40. Cooperation of Trades**

if, under this Contract, any part or parts of the Work are called for to be furnished or erected by trades or classifications of mechanics other than those directly employed by the Contractor, it is expressly understood that the Contractor shall sublet such Work or engage mechanics of such special trades to execute the same for him.

The arrangement of titles, headings, subheadings and interrelations of paragraphs and references of the Contract Documents are not intended to be such as will designate and describe in one place all work to be done by the one trade or classification of mechanics. The Owner shall not be brought into any dispute or controversy by reason of the form in which the Work is herein described, nor shall the manner of its presentation be construed as interference by the Owner with jurisdiction of other trade rules, regulations or arrangements.

#### **41. Cooperation of Contractors**

if, through acts of neglect on the part of the Contractor, any other Contractor or any Sub-Contractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or Sub-Contractor by agreement or arbitration if such other Contractor or Sub-Contractors will so settle. If such other Contractor or Sub-Contractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner and/or Engineer against any such claim. The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of Materials and in the detailed execution of the Work.

The Contractor, including its Sub-Contractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors.

Failure of Contractor to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by of the status of the Work as being satisfactory for proper coordination with its own Work.

42. Notice of Imperfect Work or Material

If any part of the Work is dependent for proper execution or appearance on the character or condition of the work of another contractor or contractors, the State, the county of a municipal or other local authority, the Contractor shall report to the Owner, in writing, any imperfections therein or any conditions that render it unsuitable for the reception of its Work. In case the Contractor proceeds without making such written report, Contractor shall be held to have accepted such work and the existing conditions and shall be responsible for any defects in its Work consequent thereon and shall not be relieved thereby of any of the obligations of the Contract or of any guarantee because of any such imperfections or conditions.

43. Insurance

In addition to the insurance requirements specified in the Instructions to Bidders, the following is applicable to all projects:

a. Builders' Risk "All Risk" Insurance

If any structures are included on this Project, the Contractor shall submit written evidence that it has obtained, for the period of the Contract, Builders' Risk, "All-Risk" completed. Value Insurance coverage upon the entire Project which is the subject of this Contract and including completed Work and Work in progress. Such insurance shall include as Additional Named Insured: The Owner and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

b. Deductible Clause

Such insurance may have a deductible clause, but the amount of deductible shall not exceed Two Hundred Fifty Dollars (\$250.00)

c. Indemnification

The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, providing that any such claim, damage, loss or expense is:

- 1) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom,
- 2) caused in whole or in part by any negligent act or omission of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or any of its agents or employees by any employee of Contractor, Sub-Contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the foregoing paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor under workmen's compensation acts, disability benefit acts or other employees' benefit acts.

## **E. PAYMENTS TO THE CONTRACTOR**

### **1. Applicable Statutes**

The terms of this Contract are under and subject to the provisions of the Commonwealth Procurement Code, Act 1998-57, 62 Pa. C.S.A. Section 101, et seq. (and hereinafter the "Act"). The Act also requires that all provisions of federal and state statutes dealing with environmental pollution and the preservation of public natural resources that may affect the Project are to be specifically set forth. In the event of conflict between the terms hereof and the Act, then the provisions hereof shall be deemed a waiver of the provisions of the Act to the extent legally permissible.

### **2. Detailed Breakdown of Contract Amount**

#### **a. Unit Prices**

Where unit prices exist as the basis for payment under the Contract, such unit prices shall control.

In case where unit prices do not exist as the basis for payment under the Contract, or in the event that a portion of the Contract does not contain unit prices, then the Contractor shall, within ten (10) days of receipt of Notice of Award, submit a breakdown of the Contract amount showing the value assigned to each part of the Work, including an allowance for profit and overhead for review and approval by Engineer, and which breakdown shall include those items for which unit prices do not otherwise exist at the time of submittal.

Engineer may reject the proposed breakdown in whole or in part, and/or require additional detail or support. Contractor shall comply with Engineer's requests and re-submit its breakdown for further review and approval within five (5) days. Upon approval of the breakdown of the Contract amount by the Engineer, such breakdown shall be used as a basis for all requests for payments thereafter.

b. Cash Allowances

In the event "cash allowances" are stated in the Specifications, then the bidder shall include such cash allowances in its proposal. The Contractor shall purchase the allowed materials as directed by the Engineer. If the actual price for purchasing the allowed materials is more or less than the cash allowance, the Contract Price shall be adjusted accordingly upon invoice received. All adjustments shall be made on the basis of actual purchase price without additional charges for overhead, profit, insurance or any other incidental expenses.

In the event that the proposed purchase price is in excess of the cash allowance used by Contractor in its proposal, then such purchase price shall be permitted only in the event that Contractor produces satisfactory evidence to Engineer that the purchase price is reasonable under the circumstances.

c. Determination of Engineer as to Estimates

On all unit price items, the Engineer's determination as to the quantities of such unit price items shall be deemed final and binding. When the dimensions of the Plans have been exceeded without written order of the Owner, the dimensions of the Contract Plans shall be conclusively used in making all estimates as to payment and shall be used as the basis of all compensation due Contractor.

Any measurements or estimates made by the Engineer in this regard shall be final and conclusive evidence of the amount of acceptable Materials furnished, and of acceptable Work performed by the Contractor under and by virtue of this Contract and shall be taken as the full measure of compensation to be received by the Contractor hereunder.

3. Monthly Submittals

Invoices for periodic payments throughout the term of the Contract shall be made by the Contractor no more frequently than on a once a month basis, and shall be submitted on or before the 15th calendar day of each month or as otherwise determined by the Engineer for all Work for which payment is claimed for the period covered by such invoice.

All invoices shall be on forms approved by the Engineer. Until receipt of any invoice, on an approved form by Owner, Contractor shall have no rights to payments of any sums therefore.

All invoices shall be in accordance with unit prices as set forth above, and shall be subject to such retainage and other deductions as is hereinafter set forth.

#### 4. Payments to Contractors

##### a. Prior to Substantial Completion

Payments shall be made after review of any invoice by the Engineer, which review shall include review of the progress schedule and value of the Work completed to the end of the period covered by the estimate, hereinafter "Billing Period" for purposes of application of the Act, and subject to the rights to withhold retainage and other deductions. Payment will be made within 45 days following approval of the invoice, and subject to the grace period permitted under the Act, as follows:

- 1) Until 50% of the Contract is completed, each payment shall be subject to retainage of 10% and (subject to Owner's withholding of payment for good faith claims as set forth hereafter) shall be in the amount of 90% of the value of the Work completed in the Contractor's estimate less the aggregate of previous payments.
- 2) After 50% of the Contract is completed, one-half of the amount previously retained shall be paid to the contractor provided the contractor is making satisfactory progress and there is no specific cause for greater withholding. Thereafter, each payment (subject to Owner's withholding of payment for good faith claims as set forth hereafter) shall be in the amount of 95% of the value of the Work completed in the Contractor's estimate less the aggregate of previous payments, and less any amounts withheld under the provisions of subparagraph 3) hereof.
- 3) When the Contract is 50% completed, one-half of the amount retained by the Owner pursuant to subparagraph 1) above, shall be paid to the Contractor with the first payment made after 50% of the Contract is completed, and which shall be subject to Owner's right to withhold payment for good faith claims as set forth hereafter.

##### b. Substantial Completion

Upon substantial completion of the Contract, the Engineer shall make a final inspection within thirty (30) days of receipt of the Contractor's request for final inspection and application for final payment. If the Work is substantially completed in the opinion of the Engineer, the Engineer shall issue a certificate of completion and a final certificate for payment and which certificate shall constitute final acceptance of the Work. Any retainage shall be paid within thirty (30) days from the date of final acceptance of the Work except for those amounts that are held on account of good faith claims as set forth hereafter. If the Engineer determines that the Work is not substantially completed due to any of the deficiency items identified in Section 5 below, the Engineer shall identify them for the Contractor.

Notwithstanding the above, Contractor shall not be entitled to such final payment, nor shall a certificate of completion be issued or final acceptance of the Work deemed to have occurred until and unless the "deficiency items" referred to hereafter have been completed in a manner satisfactory to the Engineer.

In the event that the amount being withheld by Owner is insufficient to complete the Contract and/or reimburse the Owner on account of any damages to which Owner is otherwise entitled, including liquidated damages as otherwise set forth herein, Contractor shall remit such amount as may be required to compensate Owner within thirty (30) days after receipt of written notice to do so.

Final payment shall also be under and subject to the Owner having received all items listed hereafter at subparagraph 4c.

c. Additional Certifications Required

The following items shall also be submitted by the Contractor prior to Owner's obligation to make final payment:

- 1) A written statement in form satisfactory to the Owner and under seal by Contractor's surety that payment of the amount shown in the final certificate shall not relieve the surety of any obligations to the Owner as set forth in the surety's bonds.
- 2) An affidavit and such other evidence as may be requested by Owner that all labor, material, and indebtedness arising out of performance of the Contract has been paid, and that all other claims against the Contractor or against anyone who has supplied the Contractor with material or labor which become part of the contracted Work and arising out of the performance of the Contract either have been paid or that the Contractor has enforced such Public Liability and Property Damage insurance as will fully protect Contractor, Owner and its subcontractors from any such claims as may be pending or that may thereafter arise.
- 3) A maintenance bond if otherwise required by the Contract.

d. Payment to Others on Account of Uncorrected Work

In the event that Owner otherwise exercises its right to withhold payment on account of good faith claims, and thereafter, Contractor fails to correct such Work within a reasonable time, which shall be a period not to exceed thirty (30) days after notice by Engineer to Contractor to correct such Work, then Owner may direct the contractor not to correct such deficiency items and thereafter deduct from the Contract such amount as may be required by Owner to compensate the Owner for the total cost of correcting such deficiency items by others, together with any damage or extra costs involved, including engineering or other professional fees.

e. Payment for Removal of Rejected Work

All costs of removal of all Materials or Work otherwise rejected by the Engineer, and the replacement thereof shall be at the sole cost and expense of the Contractor, together with the cost of replacing any work of other contractors either destroyed or damaged during such removal and replacement. In the event that Contractor does not remove or replace such Work within thirty (30) days after written notice by the Owner, then Owner may cause the removal and replacement of such Work and after ten (10) days written notice being given by the Owner of its intent to sell any remaining Materials, equipment or other matters of Contractor which may have been involved in the removal, Owner may sell such at auction or at private sale and pay the contractor the net proceeds therefrom after deducting all the costs and expenses incurred by the Owner as a result of such sale with no resulting liability to Owner.

f. Acceptance of Final Payment

The acceptance by Contractor of final payment shall be and shall operate as a full and complete release of Owner and Engineer of all claims and all liability of Owner and Engineer to the Contractor for all things done or furnished in connection with the contracted for Work and for every act or neglect or alleged neglect of the Owner, Engineer and others relating to or arising out of the Work under the Contract. Final payment (nor any other payment made by Owner to Contractor hereunder) shall not operate to release the Contractor or its sureties from any obligations under the Contract or any performance, payment or maintenance bond.

5. Owner's Withholding of Payment for Good Faith Claims

In addition to Owner's right to withhold payment on account of retainage as set forth above, Owner may also withhold payment for "deficiency items" under provisions of the Commonwealth Procurement Code, Act 1998-57, 62 Pa. C.S.A. Section 101 and Section 3934(b), et seq., from any request for payment. For purposes of the Contract, the term "deficiency items" shall mean any of the following.

a. Defective Work

Defective work; i.e., any Work performed by Contractor or anyone acting for or on behalf of Contractor or any material supplied to Contractor from any source which is not in accordance with the Plans or Specifications or in keeping with the standards of the industry, regardless of whatever payment had been made for same.

b. Third Party Claims

Evidence having been received by the Engineer that reflects the probable filing of claims by third parties against the Contractor which may adversely affect the Owner.

c. Failure to Pay Sub-Contractors

Evidence having been received by the Engineer of the failure of the Contractor to make timely payments as due to any sub-contractor, materialman, or any other person or entity supplying goods or services to Contractor, or failure of the Contractor to make timely payments due to its own employees.

d. Violation of Governmental Rules and Regulations

Engineer having received evidence indicating that the contractor may be in violation of any governmental statute, rule or directive which is governmental statute, rule or directive which is otherwise contained in this Contract or which may cause Owner to be in violation of any of its obligations, agreements, licenses or permits.

e. Violation of Act

The Engineer having received evidence that the Contractor is otherwise in violation of the Act.

f. Other Prime Contractor Claims

Evidence being received by the Engineer of the probable filing of a claim against the Owner by any other prime contractor, subcontractor or materialman occasioned by (i) the defective Work of Contractor, (ii) delays or other actions of the Contractor; or (iii) any other claim resulting from Contractor activity.

g. Third Party Damage

Evidence having been received by the Engineer of Contractor of anyone acting for or on behalf of Contractor having committed damage to another contractor, or an individual whether or not related to the Contract, or any property either private or public, real or personal resulting from such activities.

h. Uncorrected Work or Removal of Rejected Work

Any payments made for or on behalf of Owner on account of those items listed above in Paragraphs 4 d, and 4 e.

i. Liquidated Damages

Any deduction on account of liquidated damages as otherwise set forth in Section 7 hereof.

j. Engineer Disputes

Any dispute arising between the Contractor and the Engineer concerning subparagraphs a through i above.

- k. Notwithstanding the provisions of 62 Pa. C.S.A Section 3934(b), the time for notification of the Contractor of the deficiency item shall be thirty (30) days from the date of receipt of the application for payment rather than fifteen (15) days as otherwise set forth in the statute.

6. Extent to Which Owner Shall Have Right to Withhold Payment on Account of Good Faith Claims

a. Application of Act

In the event that the Act is hereinafter deemed mandatory, then Owner's right to withhold payment from Contractor for a deficiency item shall be subject to the notice provisions of the Commonwealth Procurement Code, Act 1998-57, 62 Pa. C.S.A. Section 101, et seq.

To the extent that the provisions of the Act are not deemed mandatory, then if the Owner determines to withhold payment from the Contractor for a deficiency item, it shall notify the Contractor of the deficiency item within thirty (30) days from the date that the invoice is received.

An Owner's failure to notify a Contractor for a deficiency item shall not be deemed a waiver of Owner's right to withhold such payment from subsequent payment requests in the event where Owner neither knows nor should have known of the existence of the deficiency item at the time of receipt of the earlier payment request.

b. Amount of Withholding for Deficiency Items

The amount of payment to which the Owner may withhold for any deficiency item shall be an amount estimated by the Engineer to be 150% of the cost of correction of such deficiency item, except that in the event that the deficiency item is substantial enough to place the Contractor in default of this Agreement if not corrected, then Owner's right to withhold payment shall be as to the entire amount contained in the payment shall be as to the entire amount contained in the payment request and all subsequent payment requests until and unless the deficiency item is corrected to the satisfaction of the Engineer.

7. Liquidated Damages

a. Time for Completion

The time in which the Contract and the Work thereunder is to be completed shall be as stated in the Specifications, or as is otherwise set forth in the Contract Provisions.

b. Amount of Damages

Should the successful Contractor fail to complete the Work within the time specified in the Notice to Proceed, the Contractor agrees that the Owner may deduct and retain out of the monies that may be due, or may become due to him under the Contract, an amount equivalent to that sum, if any stated in the Specifications, for each day, including Sundays and legal holidays, that the Work in part or as a whole remains incomplete after the time of completion, which sum shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the Owner because of the delay. This deduction shall be made on the monthly estimates after the expiration of the Contract Time. In addition to the liquidated damages provided hereunder, the Contractor agrees to pay to the Owner, the cost of additional full or part time inspection beyond the Project completion date until final completion

c. Non-Waiver Provisions

Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, in part or as a whole, shall in no way operate as a waiver on the part of the Owner of its rights under the Contract. However, the Owner, upon recommendation of the Engineer, at its discretion, may waive the liquidated damages otherwise permitted hereunder if the delay is by reason of causes over which the Contractor has no control.

8. Change Orders Reduction in Contract Amount or Claims for Extra Compensation

a. Agreed-to Reductions

In the event of changes in the field or otherwise result in reduced Work to be performed, then Owner shall be entitled to reduction in the Contract amount based upon the unit prices.

b. Extra Work

The basis of payment for all extra Work shall be as is described in Section B "Contract and Contract Documents" Item 8. Any claims for extra compensation over and above the amount agreed upon in the Contract on account of any alterations or changes, or for any extra Work, shall be as follows:

- 1) Any extra Work requested by the Owner shall be made only pursuant written Change Order signed by both Contractor and Owner prior to the commencement of such Work, and shall contain therein a detailed breakdown of the compensation to be paid Contractor for such Work.
- 2) In all other instances, the Contractor before starting Work on any alteration or changes for which additional compensation will be claimed by Contractor, shall notify the Owner in writing of its intention to file such claim prior to the commencement of the Work.

- 3) Any claims for extra Work shall be filed in writing with the Owner by the Contractor having attached thereto a copy of the original order for such alterations or changes for the extra Work within thirty (30) days after completion of said changes or extra Work.
- 4) Should the Contractor fail either to (i) notify the Owner in advance under subparagraph 2) above, or to (ii) submit this claim in writing within thirty (30) days as required under subparagraph 3) above, then it will be conclusively presumed that Contractor does not have a claim for extra Work.
- 5) When the contract Work area is modified or changes in alignment of grade are directed or occur, no extra compensation shall be paid except for Materials required to effect the required change. Prices for such Materials shall be subject to the Owner's approval and to the other provisions of these Contract Documents.

9. Contractor's Guaranty

a. Two Year Period

The Contractor shall guaranty its Work, and shall remedy without cost to the Owner any defects which may develop therefrom during a period of two (2) years from the date determined by the Owner and Engineer. This date shall be based on the date of Substantial Completion, the date of Beneficial Occupancy, or the date of Final Payment, whichever is later and as issued by the Engineer.

b. Underground Tests

Notwithstanding the provisions of subparagraph a. above, the Guaranty Period shall not commence until the date that all underground facilities, pipes, manholes, etc., have passed any required tests.

c. Municipal Approvals

Notwithstanding the above, for surface restoration and reconstruction, the Guaranty Period shall not begin before the municipal officials of the municipality in which the Work was constructed is received by the Owner relieving the Contractor, Owner and Engineer from any responsibility for the condition of municipal property and improvement.

10. Non-Arbitration Clause

It is specifically understood and agreed by and between the parties that the Court of Common Pleas of Westmoreland County has sole and exclusive jurisdiction and venue over any dispute or litigation arising hereunder.

## 11. Miscellaneous

### a. Substantial Completion

Substantial Completion shall be construction that is sufficiently completed in accordance with the Contract in order that the Engineer can certify the same as having been finally completed in accordance with the Plans and Specifications and all changes thereto as modified by Addenda or change orders and that the Work performed under the Contract can be used, occupied and operated for its intended use.

### b. Subcontracting

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof (hereinafter together "Subcontracting"), or its right, title or interest therein, without incorporating the obligations undertaken by the Contractor in the Contract and further, without first obtaining approval of the Engineer. In the event that subcontracting is permitted hereunder and is thereafter accomplished by Contractor, Contractor shall continue to be liable for all of the duties of Contractor hereunder.

### c. Right to Interest

Any rights of Contractor to interest as otherwise set forth in 62PaC.S.A.3932(c) are hereby waived.

### d. No Charge for Delay

Unless otherwise provided in the Contract Documents, the Contractor shall make no charge or claim whatsoever for any hindrance or delay in the progress of the Work or interference by Owner, except that Contractor may claim an extension of time if otherwise permitted under the Contract, for the completion of its Work. Where the Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of Contractor, the Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if a written claim is made to the Owner and Engineer within five (5) days of the occurrence of such delay. Such delays shall include fires, floods, epidemics, abnormal weather conditions, or acts of God. Delays attributable to and within the control of a Sub-Contractor or Supplier shall be deemed to be delays within the control of Contractor.

### e. No Duty of Engineer

Neither Engineer's authority to act hereunder or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Sub-Contractor, any manufacturer, fabricator, Supplier, distributor, or any other person or to any surety for or employee or agent of any of them.

12. Operation and Maintenance Manuals

The Contractor shall collect three (3) sets of catalog data, including instructions for operations and care of equipment, diagrams, drawings, etc., for all pieces of equipment furnished under this Contract. The data shall be bound in a notebook and suitably indexed. Upon conclusion of the Work, the two sets of notebooks shall be delivered to the Engineer who will submit them to the Authority prior to receipt of final payment.

13. As-Built Drawings

The Contractor shall keep a separate set of prints of the Contract Drawings on the job. Contractor shall neatly mark on the set any and all installation changes. This record set shall be kept up to date through the conclusion of the Contract and shall be delivered to the Engineer prior to final payment. The marking of this set shall show the plan location and elevation of all underground piping and utilities and shall also include buildings and treatment units. The set shall be marked as "As-Built" Drawings.

**GIBSON-THOMAS ENGINEERING CO., INC.**

**STANDARD SPECIFICATIONS**  
**ROADWAY AND PARKING FACILITIES**

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## STANDARD SPECIFICATIONS

### ROADWAY AND PARKING FACILITIES

#### A. GENERAL SCOPE OF WORK

The work under this Contract shall be done in accordance with the Contract Plans and Documents. The Bidder shall carefully examine the Contract Documents for information and guidance relative to the proper form and method for submission of bids, to accompanying surety, to provisions for letting the Contract and other pertinent details and shall examine carefully the site of the work.

The work is to be done under this project, as shown on the Contract Plans and described herein, shall include the furnishing and/or installing of all materials, equipment and appurtenances, and any other necessary work required for proper completion and use of the roadway and shall include the furnishing of all tools, equipment, labor and other such items incidental to the execution of the work; all as intended or reasonably implied in the Contract Documents.

The work consists, essentially and more specifically, of the furnishing of all materials, tools, equipment, labor and other such items required for the completion of the above-described project, the work to include the providing of adequate protection for all lawns trees, shrubs, landscape work, fences hydrants, headwalls, poles, entrance driveways and branch roads, and other such pavement and surfacing sidewalks, landscaping, walls, fence posts, traffic and other signs, mail boxes, and such other obstructions as required to permit completion of the work; pumping, bailing, or draining of all water is required in order to allow proper performance and completion of the work; construction and maintenance of all bridges required for traffic control; all sheeting, bracing, shoring and supporting of embankments and adjoining ground where necessary; providing of all barricades, fencing, lighting traffic signs and protection features as required for safety and flow of traffic; all clearing and grubbing, the cleaning and preparation of the existing road surfaces, the excavation and preparation of all areas required to permit the placement of base, surface and other materials; the sloping and grading of embankments; the placement of all base materials and a wearing surface on the full width of the old and newly widened cartway and the placement of all such other materials; all stabilization and compacting work; the installation of all underdrains, storm sewers, drainage structures and channels, and such other facilities; the construction of inlets, headwalls, endwalls, retaining walls, and such other structures; the adjustment of manhole casting elevations; the removing of mail boxes, traffic signs and other obstacles and such other work; the dressing and sloping of shoulders and ditches; the removal of all surplus excavated and other material; maintenance of streets and other surfaces over trenches, drainage structures and other areas of work; and the proper completion of all other work.

All work shall conform, during its progress or on its completion, truly to the lines, levels and grades and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Plans and directions given from time to time by the Engineer, subject to such modifications and additions as shall be deemed necessary by the Engineer during its execution; and in no case shall any work in excess of the plan requirements and specifications be paid for unless ordered in writing by the Owner.

All work shall be done in accordance with the Standard Specifications and applicable PennDOT Pub. 408 Specifications, Current Edition, these Specifications being made a part of the Contract Documents, to be applied wherever possible or applicable and all to be referred to hereinafter as Standards. Parts of the matter therein may not be particularly applicable to this project, extending beyond the scope of the work.

The Contractor shall comply with all the requirements of the Owner and the Pennsylvania Department of Transportation, and other governmental agencies having jurisdiction over any phase of the work.

## **B. ESTIMATED QUANTITIES**

The engineering estimates of the quantity of materials required for the construction of the project are described in the Detailed Specifications. These quantities are a guide but should not be construed as the actual quantities. The Contract lump sum price will reflect the Contract's estimate for the total price.

## **C. UTILITIES**

The Owner has advised all utilities of this work. Plans have been furnished to them in order that the Contractor will be able to schedule his work without delay. However, prior to commencing operations and/or during the course of construction, the contractor shall contact Public Utilities and Authorities relative to the location of existing facilities and he shall make his own arrangements with such groups as are affected by the proposed improvements in regard to the making of required adjustments of existing facilities or the installation of new facilities.

The Contractor shall be responsible for raising or lowering all manholes to finished grades. The Water Authority shall be responsible for raising and lowering all water valve boxes. No extra compensation will be allowed to the Contractor on account of any loss, damage or delay caused to the contractor by or on account of such work, or by failure of any Public Utility or Authority to perform the required work at the proper time.

The work under the following specifications shall meet the requirements of Pennsylvania Department of Transportation, Publication 408, Latest Edition.

## **D. REMOVAL AND DISPOSAL OF WALKS, MAILBOXES, SHRUBBERY**

The Contractor shall note all walks, steps, walls, and other structures of permanent and semi-permanent construction, mailboxes, shrubbery, and such other features, owned by owners of property abutting the road, which are located within the limits of grading and/or widening of the roadway.

The Contractor shall, following the award of the Contract, notify the abutting property owners, in writing, to remove the aforementioned facilities and possessions to property beyond the limits of the contract work within ten days after receipt of written notice. The letter shall be delivered by messenger, and the Contractor shall make positive contact with the property owner.

Upon failure of the owner to remove such facilities and possessions, prior to the expiration of the time limit, the Contractor, upon written notice from the Owner, and at no cost to the property owner, shall remove such facilities and possessions. The materials which can be reused, mailboxes that can be reinstalled, shrubbery and other materials that can be replanted shall be placed on the property.

The compensation for removal and disposal of such facilities and possessions shall be paid under the price bid for miscellaneous work as included in the bidding schedule or in accordance with the Specifications. The property owners maintain well-planted areas along the route of the work, and because of the character of the community, the protection of trees and landscape work is of utmost importance.

#### **E. MAINTENANCE OF TRAFFIC**

The Contractor shall furnish all watchmen, flagmen, lighting barricades, safeguards, and other features necessary to keep at least one lane of each road open for traffic in two directions during the time construction work is in progress, except as otherwise set forth later herein. When no work is being performed, the roadway must be opened to one-way traffic and the traveling public fully protected by adequate barricades.

In case the Contractor, at any time, fails or refuses to do any of the work to furnish and maintain any of the facilities, or to furnish any of the flagmen and watchmen service required to maintain traffic as hereinbefore specified, when so ordered by the Owner, the Owner reserves the right to have the work done, such facilities furnished and maintained and such services, performed by others and to deduct the cost thereof from any monies that may be due or become due the Contractor.

#### **F. EXCAVATION**

The work under this item shall consist of all excavation required for widening and repair of the roadway, for under drains, drainage pipes, surface drainage ditches and channels, realignment of streams, inlets, headwalls, endwalls and drainage structures, and such other work. This work shall be paid for under the unit or lump sum prices as indicated in the Proposal, unless otherwise specifically noted.

The work shall include the excavation for roadway widening to the lines, grades and limits indicated and to firm ground and/or to meet conditions encountered during construction; the excavation for intersecting roadways, driveways, approaches, stream channels, and structures and required to the lines and grades indicated on the Plans or as directed, the removal and satisfactory disposal of all excavated materials within the limits of the cross sections and/or required slope limits; and such other work.

The work shall also include the widening of cuts, flattening and rounding of slopes, removal of slides and excavation of benches, as required; cutting of existing pavement to neat lines as required;

excavation for retaining and headwalls, cribbing, and other excavation work which may be necessary for construction and preparation of the roadbed, embankments, sub-grade shoulders, intersections, approaches, driveways, entrances, stable slopes, ditches, stream channels and such other work; and such other related work.

The work under this item shall also include the removal, loading, hauling and disposal of surplus excavated and bituminous material; and the furnishing, placing and/or removal of any shoring and bracing; and the backfilling and compaction with suitable materials of excavated areas not occupied by structures.

#### **G. GRADING TO WIDEN ROAD**

The Contractor shall cut the banks and make fills required to permit performance of the work and as called for on the Contract Plans. The Contractor shall shape and form all surface drainage ditches, realign streams and do such other work as required. The Contractor shall remove such headwalls, retaining and other walls as required, and rebuild as indicated. Dry stonewalls shall be removed and replaced as required.

The Contractor, as indicated, shall notify all Public Utilities and the Water Authority to removal and adjustment of facilities owned thereby, at their expense. Barriers, signs and headwalls, owned by the Owner to be adjusted; shall be done by this Contractor before, during and after the work, and at this expense.

The Contractor will be required to grade entrances to driveways after the widening, to the extent that it will be possible to use the driveways for vehicles with the consent of the Owners and as directed. Repaving will be required of all driveways and otherwise as indicated. No separate payment will be allowed for this work, the excavation or fill to be included in the price for grading and resurfacing to be paid for under the applicable items. The Contractor shall make a thorough field inspection of all areas of work before submitting a bid.

#### **H. TESTING OF BITUMINOUS MATERIAL**

The bituminous materials to be used by the Contractor shall be tested by an approved testing laboratory at the request of the Engineer, to determine compliance with the Specifications. All materials not complying with the Specifications, whether in place or not, shall be rejected and removed promptly from the work.

#### **I. TRAFFIC REGULATIONS OF OWNER**

The traffic rules and regulations of the Owner must be observed by all truck drivers, and prior to beginning construction operations, the Contractor shall obtain any necessary permits.

## J. ERRORS ON THE CONTRACT DOCUMENTS

The Contractor shall report all errors noted on the Plans or in the Specification Book or in other Contract Documents immediately to the Engineer. The Contractor will not be paid for work installed that is obviously in error.

## K. COMBINATION UNDER DRAIN AND STORM DRAINS

### 1. General

The Contractor shall install pipe under drains and storm drains in the locations shown on the Contract Plans and in accordance with the design as shown.

The pipe under drain and storm drain installation shall include the required excavation, the installation of perforated corrugated galvanized metal pipe of the diameter, indicated, the placing of coarse and fine aggregate of the size and depth indicated, the placing of approved building or tar paper, the backfilling to the top of the trench with soil and other related work.

NOTE: For use of other materials, the Contractor must obtain the prior written approval of the Engineer.

### 2. Materials

#### a. Perforated Corrugated, Plastic, or Galvanized Metal Pipe

This pipe shall be Class III as noted in Section 707.2©, Form 408, PDH.

#### b. Coarse Aggregate

The coarse aggregate shall be Type C or slag meeting the requirements of Section 703.3, PennDOT Publication 408, PDH for 2B Aggregate.

### 3. Construction Requirements

The pipe under drain shall be placed after rough grading is completed but before the base coarse or pavement is placed. The pipe for the under drain shall not be delivered on the project until directed by the Owner, and the pipe under drain shall be constructed only where and as directed. The trench shall be excavated carefully, true to lines, grades and to a depth of 30 inches, unless otherwise required due to outlet elevation and the bottom of the trench shall be a width equal to the pipe diameter plus 12 inches; the sides of the trench shall be vertical. A layer of specified Coarse Aggregate 2B shall be tamped in the bottom of the trench to a depth of two inches, after which the pipe shall be carefully placed. No pipe shall be placed unless a suitable outlet is provided. The perforations shall be placed downward. The pipe shall be held in place by filling with Coarse Aggregate 2B to one-half the depth of the pipe, after which the work already done shall be inspected, the pipe adjusted to line and grade, and additional Coarse Aggregate 2B placed to the top of the pipe and tamped to bed the pipe firmly.

The Coarse Aggregate shall then be placed to a depth of three inches above the top of the pipe and properly tamped. The trench shall then be filled with Coarse Aggregate 2B in two tamped layers of equal depth, resulting in a total depth of Coarse Aggregate of 30 inches, less otherwise indicated on the Plans. The remainder of the trench shall be filled with soil and tamped. The pipe shall be extended to inlets or a satisfactory point of outlet.

The Contractor shall extend the pipe through concrete walls at the headwalls, if necessary, and properly repair the annular space between the pipe and the concrete. Provisions shall be made for completely satisfactory connections at all structures.

When required, the Contractor shall furnish and install pipe specials having angle of deflections of not more than 45°. When the pipe is placed under rigid base or pavement, curbs, gutters, or other structures, the top of the aggregate shall be covered with a layer of approved building or tarpaper. The pipe shall be laid on the slope indicated or permitted in the field, subject to the elevation available at the point of discharge and to the grade permitted, based on the distance, outlet elevation and surface elevation of the ground. The surplus excavated material, if not required elsewhere on the work, shall be hauled from the site and disposed of properly.

#### 4. Method of Measurement/Payment

Under drains and storm drains will be paid by the linear foot as measured along the pipe to include excavation, coarse aggregate and pipe. Payment shall be made as per unit bid price.

### L. SUB-GRADE

#### 1. General

This work shall consist of the preparation of the top surface of the roadbed to accommodate the placement of the pavement structure and curbs in accordance with these Specifications and within reasonable close conformity to the lines, grades and width shown on the drawings and cross sections or otherwise directed.

#### 2. Construction Requirements

##### a. General

The graded roadbed shall be formed to the established sub-grade elevation and cross section and compacted to the density requirements herein specified.

##### b. Width of Sub-grade

Sub-grade shall be provided for the full width of base course, except for areas excluded by pipe foundation under drain and combination storm sewer and under drain as shown on the Drawings.

c. Density Requirements

Sub-grade will be compacted to not less than 100% of the determined dry weight density. The dry weight density per cubic foot for the material in place will be determined in the field in accordance with AASHTO Designation T-99, Method C. The in-place density or compaction will be determined by the Engineer based on non-payment of the material under the specified compaction required. The moisture content of sub-grade material at the time of compaction shall not be more than two percentage points above the optimum moisture content, except that any sub-grade which displays pronounced elasticity or deformation under construction equipment shall not have a moisture content greater than the optimum at the time of compaction or at the time of placing the overlaying construction.

When the specified stability cannot be obtained, the material in the area shall be excavated to a depth that when replaced and re-compacted at a moisture content, not exceeding optimum, the sub-grade will have the required stability. Unsatisfactory material so removed from excavated areas, the material shall be removed at no expense to the Owner. The sub-grade shall be completed as specified for not less than 1500 linear feet, and progressively maintained, in advance of the succeeding operation. In intersection approach, irregular, or isolated areas, the Engineer may relax this requirement.

d. Unstable Material

Unstable material shall be removed and replaced with selected backfill material.

e. Protection of Subgrade

It shall be the responsibility of the Contractor to protect and maintain the sub-grade at all times. In no case shall vehicles be permitted to travel over the sub-grade in a single track. The Contractor shall promptly and satisfactorily reshape and re-compact or remove and replace any unsatisfactory areas prior to the placement of sub-base, base course or pavement.

3. Method of Measurement

This work will be measured horizontally in accordance with the length and width indicated on the Drawings and/or cross sections or modifications approved by the Engineer.

Measurements for sub-grade shall not include areas occupied by under drain, as indicated on the Drawings. No item of sub-grade will be allowed for the shaping and finishing of the following unpaved classes of work: roadways, intersections, approaches or private driveways.

4. Basis of Payment

Sub-grade will be paid for at the Contract unit price per square yard, complete as specified, which price will include all equipment, tools, labor and work incidental thereto.

**M. BITUMINOUS ASPHALT (SUPERPAVE)**1. Description

The asphalt composition and design shall be in accordance with PennDOT Form 408.

2. Superpave Mixture Design Language

Superpave Asphalt Mixture Design 9.5 mm, (Fine Grade) PG \_\_\_\_\_ - \_\_\_\_\_  
Wearing Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ Depth

Superpave Asphalt Mixture Design 9.5 mm PG \_\_\_\_\_ - \_\_\_\_\_  
Wearing Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ Depth

Superpave Asphalt Mixture Design 9.5 mm PG \_\_\_\_\_ - \_\_\_\_\_  
Scratch Leveling Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ lb/sy

Superpave Asphalt Mixture Design 12.5 mm PG \_\_\_\_\_ - \_\_\_\_\_  
Wearing Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ Depth

Superpave Asphalt Mixture Design 19.0 mm PG \_\_\_\_\_ - \_\_\_\_\_  
Wearing Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ Depth

Superpave Asphalt Mixture Design 19.0 mm PG \_\_\_\_\_ - \_\_\_\_\_  
Binder Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ Depth

Superpave Asphalt Mixture Design 25.0 mm PG \_\_\_\_\_ - \_\_\_\_\_  
Binder Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ Depth

Superpave Asphalt Mixture Design 25.0 mm PG \_\_\_\_\_ - \_\_\_\_\_  
Base Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ Depth

Superpave Asphalt Mixture Design 37.5 mm PG \_\_\_\_\_ - \_\_\_\_\_  
Base Course, \_\_\_\_\_ to \_\_\_\_\_ million ESAL's SRL \_\_\_\_\_, \_\_\_\_\_ Depth

3. Superpave Mixture Comparison Chart

Superpave Paving Course	Corresponding PennDOT Conventional Paving Course	Material Thickness		
		Minimum Thickness	Maximum Thickness	Maximum Const. Lift
Superpave 9.5 mm Fine Grade Wearing Course	Typical ID-2 Wearing Course	1" *	1 ½ "	1 ½ "
Superpave 9.5 mm Wearing Course	Course Grade ID-2 Wearing	1 ½ " *	1 ½ "	1 ½ "
Superpave 12/5 mm Wearing Course	Coarse Grade ID-2 Wearing	1 ½ " *	2 "	2 "
Superpave 19.0 mm Wearing Course	Typical ID-3 Wearing Course	2 " *	3 "	3 "
Superpave 19.0 Binder Course	Fine Grade ID-2 Binder Course	2 " *	3 "	3 "
Superpave 25.0 Binder Course	Typical ID-2 Wearing Course	3 " *	4 "	4 "
Superpave 25.0 Base Course	Typical BCBC	3 " *	as designed	5 "
Superpave 37.5 Base Course	Coarse-Graded BCBC	4 ½ " *	as designed	8 "

\* When used as a wearing course, not for Scratch or Leveling.  
Recommend using 9.5 mm for Scratch or Leveling; 60 to 110 lb/sy

4. Comparisons

<u>Practical ESAL's (20 year life)</u>	<u>ESAL's</u>	<u>Trucks / Day</u>
	0.0 to 0.3 million	= 0 to 40
1 truck / day = 7300 ESAL's	0.3 to 3.0 million	= 40 to 400
10 truck / day = 73,000 ESAL's	3.0 to 30.0 million	= 400 to 3,900
100 truck / day = 730,000 ESAL's	over 30.0 million	= over 3,900

NOTE: Truck / Day calculations utilizing a 1 ESAL truck; however, different truck configurations have different ESAL values.

5. PG Grade Determination

PG 58 - 28 Use where AC-10 was specified in the past (cold weather climates). Do not use on steep down or up grades or in heavy truck traffic areas.

PG 64 - 22 Use where AC-20 was specified in the past (most common in Pennsylvania). Can be used in any part of the state under most traffic conditions.

PG 76 - 22 Use where Polymer Modified Asphalt Cement is specified. Can be used in any part of the State under heavy traffic conditions, at intersections, or at locations where rutting has occurred in the past.

#### 6. Skid Resistance Level (SRL) Determination

<u>Average Daily Traffic (ADT)</u>	<u>SRL</u>	<u>Alternates</u>
20,000 and above	E	None
5,000 to 20,000	H	E, H, Blend of E and M, Blend of E and G
3,000 to 5,000	G	E, H, G, Blend of H and L, Blend of E and L
1,000 to 3,000	M	E, H, G, M, Blend of H and L, Blend of G and L, Blend of E and L
1,000 and Below	L	Any

NOTE: All blends are 50% by weight and shall be accomplished by an approved method.

#### 7. Composition of Mixture

The fine aggregate, coarse aggregate, bitumen and filler, when required, shall be combined in such proportions that the total aggregate and bitumen shall conform to the limits as specified in the following table.

Table 1 - Composition of Mixture

(Total Percent by Weight Passing Square Openings Based on Laboratory Sieve Tests.)

<u>Passing Sieve</u>	<u>Required Composition of Mixture</u>
2"	100
1-1/2"	95 - 100
3/4"	52 - 100
3/8"	36 - 70
#8	16 - 38
#30	8 - 24
#50	6 - 18
#100	4 - 10
Bitumen, Stone or Gravel	3.0 - 6.0
Percent by Weight – Slag	4.5 - 8.5

8. Preparation of Mixture

The mixture shall be manufactured in an approved twin-shaft pugmill type plant meeting the requirements of ASTM Designation D-995. The coarse and fine aggregates shall be separately fed by mechanical means into the cold elevator. The temperature of the completed mixture shall be between 256° and 325° F. Mixing shall be continued until a homogeneous mixture is produced in which all the particles are uniformly coated.

9. Spreading and Rolling (Base Course)

Prior to placing of hot mixed bituminous base, the vertical surface of curbs, gutters, existing paving and structures, in actual contact with bituminous mixtures shall be painted with a thin, uniform coating of Pennsylvania Department of Transportation Class BM-1 asphalt materials.

The material shall be delivered to the job in tight, clean vehicles and covered with a tarpaulin while in transit. The material shall be spread to the required thickness by means of a self-propelled mechanical spreader. The base shall be placed in compacted layers not exceeding maximum depth of three inches.

Immediately following the spreading, rolling shall continue until adequate compaction has been achieved. The roller shall have minimum of ten (10) tons. Compaction shall be obtained in accordance with the requirements of Section 401.3(h) PennDOT Publication 408. Intermediate rolling shall be accomplished with pneumatic tired rollers. Longitudinal and transverse joints shall be constructed as specified in Section 01.3 (i) PennDOT Publication 408. No infrared heater will be required.

10. Testing Finished Base Coarse Surface

The surface of the base coarse shall be tested with a 10-foot straight-edge during and after rolling operation. Any irregularities greater than 3/8 of an inch shall be corrected prior to placing the surface courses thereon.

11. Tests for Thickness (Base Course)

If deemed necessary, the Engineer may direct test holes to be cut, one for each 1000 square yards of pavement, and the thickness checked. If any test hole shows a deficiency of more than ¼ of an inch, four additional holes shall be cut, two each on lines at right angles to each other. Holes shall be spaced four feet from the original hole. The thickness for all five shall be averaged. If the average thickness is deficient from the specified thickness by 1/4" of an inch or more, the extent of the deficient area shall be established by similar procedures and the deficient area shall be corrected at the Contractor's expense.

12. Basis of Payment (Base Course)

The mixture shall be manufactured in an approved twin-shaft pugmill typework shall be paid for at the Contact unit price per square yard or per ton for hot mixed bituminous base completed in place which shall include all materials, labor and work incidental thereto.

In addition, if the project is bid by the square yard, a tonnage price will be computed based on the bid amount, and theoretical tonnage will be computed based on the thickness specified. The Contractor will be deducted for each ton of material not installed at the computed tonnage price.

### 13. Construction Methods (Wearing Course)

#### a. Plant Requirements

The mixture shall be produced in an approved plant meeting requirements of ASTM Designation D-995 of either the batch type or continuous mix type, capable of maintaining a satisfactory product.

#### b. Preparation of Mixtures

The mixture shall be composed of aggregates that have been satisfactorily dried and heated to a temperature of not less than 265° F – 325° F. The mixing shall be accomplished in a twin-shaft pugmill mixer and shall be continued until a homogeneous mixture is produced in which all the particles are uniformly coated.

#### c. Transportation of Mixture

The mixture shall be transported to the site of placing in clean, tight vehicles. The loads shall be covered with tarpaulins while in transit to maintain the temperature of the mixture and protect it from the elements.

#### d. Tack Coat

Tack coat consisting of a thin application of bituminous material, as herein specified, shall be applied as follows:

The vertical surface of curbs, gutters, existing paving and structures in actual contact with bituminous mixtures shall be painted with a thin, uniform coating of Pennsylvania Department of Transportation Class BM-1 asphalt material.

##### 1) Application

The bituminous tack coat shall be applied in a manner to provide a uniform spray covering, using approved atomizing equipment. The base shall be dry and weather conditions suitable. All lightly coated areas and spots missed by the sprayer shall be properly treated with bituminous material.

All areas showing an excess of bituminous material shall be corrected by covering with dry sand or the removal of the excess tack coat material. Following application, the tack coat shall be allowed to properly cure and shall be protected until the placing of the succeeding binder or surface course.

e. Spreading and Rolling

The material shall be uniformly spread on an approved base coarse with a mechanical spreader where feasible. When the material is to be placed in restricted areas or the quantity is too small to warrant the use of such equipment, it may be spread with non-mechanical spreaders and with hand lutes, but extreme care shall be exercised to keep segregation to a minimum. Rakes will not be permitted.

The temperature of the material when placed, shall not be less than 250°F and no material shall be placed when the temperature of the surface on which the material is to be placed is below 40°F or the weather is inclement. Rolling shall start immediately after placing and shall continue until satisfactory compaction has been achieved.

The roller shall have minimum weight of ten (10) tons. Hand tamping or mechanical compacting equipment shall be used on all areas inaccessible to rollers. Any material that has reached 225°F or lower before initial rolling shall be removed and replaced. Road shoulders of 2A modified shall then be placed to meet the new wearing surface as directed by the Engineer.

14. Testing Finished Surface (Wearing Course)

The wearing surface shall be tested with a 10-foot straight-edge during and after rolling operation. Any irregularities greater than 3/8 of an inch shall be corrected.

15. Test for Thickness (Wearing Course)

Test holes shall be cut, one for each 1000 square yards of pavement, and the thickness checked. If any test hole shows a deficiency of more than 1/4 of an inch, four additional holes shall be cut, two each on lines at right angles to each other. Holes shall be spaced four feet from the original hole. The thickness for all five shall be averaged.

If the average thickness is deficient from the specified thickness by 1/4 of an inch or more, the extent of the deficient area shall be established by similar procedures and the deficient area shall be corrected at the Contractor's expense.

16. Basis of Payment (Wearing Course)

The work shall be paid for at the Contract unit price per square yard or per ton, at the specified thickness, complete in place which price shall include all materials, equipment tools and labor incident thereto. For determination of approximate material quantities, refer to Section VI, Page 3. No payment will be made for roadway shoulders unless specified in the Bid Proposal. In addition, if the project is bid by the square yard, a tonnage price will be computed based on the bid amount, and theoretical tonnage will be computed based on the thickness specified. The Contractor will be deducted for each ton of material not installed at the computed tonnage price.

## **N. CONCRETE CURB AND GUTTER**

### **1. Description of Materials**

This work shall consist of constructing a plain cement concrete curb in accordance with these Specifications and Drawings. Concrete shall be PennDOT Class A. This curb shall conform to the details shown on the Drawings.

### **2. Forms**

Forms for the curb shall be of metal, except wood forms may be used on sharp curbs and short tangent sections and when approved by the Engineer. Forms shall be straight, free from warp and of sufficient strength when staked to resist the pressure of the concrete without springing. At least three stakes shall be provided for each ten feet of form. Metal forms shall be of approved section and shall have a flat surface on top and wood forms shall be nominal 2 inches surfaced planks. These forms shall be of a depth equal to the depth of the curb. All forms and templates shall be thoroughly cleaned and treated with an approved material as required, to prevent the concrete from adhering thereto. Oil, bituminous paper or other material that will adhere to or discolor the concrete, shall not be used. Forms and templates that are worn, bent, warped or broken shall not be used. The forms shall be accurately set to line and grade in a manner to prevent settlement or displacement.

### **3. Excavation**

Excavation shall be made to the required depth, and the material upon which the curb is to be constructed shall be compacted to a firm, even surface.

### **4. Placing and Finishing Concrete**

The concrete shall be placed in the forms in horizontal layers not to exceed 5 inches, and spaded sufficiently to eliminate all voids. An approved vibrator may be used when permitted by the Engineer. Where indicated or directed, drainage openings shall be made through the curb at the elevation and of the size required.

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

### **5. Joints and Reinforcing Steel**

The curb shall be constructed in uniform length or sections of 10 feet except where shorter sections are necessary for closures or curves. Intermediate joints between sections shall be weakened plain joints 1 inch in depth. Pre-molded expansion joint filler  $\frac{1}{4}$  of an inch in thickness and cut to conform to the cross section of the curb, shall be placed at the ends of sections of curved curb and at intervals of not more than 100 feet.

When pre-mold is used or when curved curb sections join with tangent curve, at curb returns and on sharp curves, where directed, two bar dowels #4 size and 24 inches in length will be added. These bars will be embedded in the concrete through the pre-mold at approximately the same position as the continuous steel and should overlap that steel. The portion of the bars extending into the tangent curb shall be rendered bondless with a coating of approved material and enclosed in part in approved tubes or caps. In tangent sections, the end of the dowels extending in the direction the curb is being poured will be rendered bondless.

#### 6. Removal of Forms

The forms shall not be removed within 12 hours after the concrete has been placed. No rubbing to correct irregularities will be permitted until the full curing period has elapsed. Any irregular surface shall be corrected by rubbing with a carborundum stone. Brush finishing or plastering will not be permitted and all rejected curb shall be promptly removed and replaced at no expense to the Owner. All joints in the curb shall be opened from top to bottom immediately after the forms are removed, and the edges adjacent to the joints shall be sharp and clean cut. After the forms are removed, minor defects shall be filled with mortar composed of one part of cement and two parts of fine aggregate.

#### 7. Curing

The curb shall be cured and protected as specified in Section 1001.3 (p) PennDOT Publication 408 except membrane curing will be permitted.

#### 8. Backfilling

After the concrete has attained the required strength, the space back of the curb shall be backfilled with approved material in layers of not more than 4 inches in depth, which shall be thoroughly compacted mechanically to the required elevation and cross section, for a horizontal distance of 2 feet where right-of-way permits.

#### 9. Method of Measurement/Payment

This work will be measured by the linear foot, surface measurement along the face of the curb, and will include depressed curb. Concrete curb will be paid for at the Contract unit price per linear foot, complete in place, which price will include furnishing and placing the required bar dowels, all excavation, backfilling drainage openings, and the satisfactory disposal of all unsuitable and surplus materials. Depressed curb will be considered and paid for as standard curb.

### **O. SEEDING**

#### 1. General

All lawn areas disturbed must be re-seeded, as directed by the Engineer. A planting strip between the curb and sidewalk will be seeded.

## 2. Seeding

The area will be properly graded, uniformly sloped and finished 4 inches below the final grade. The sub-grade shall be brought up to the proper elevation with clean, loamy earth, properly placed and compacted. The topsoil removed and cleaned as previously set forth shall be used if suitable. If additional topsoil is required, such soil shall be fertile friable, natural topsoil, typical of topsoil in the locality. It shall be free from stones, without admixture of subsoil, plants, roots, sticks or other extraneous matter, and shall not be used for planting operations while in a muddy or frozen condition.

A one-quart sample shall be submitted to the Engineer and a further sample, not to exceed one cubic yard, shall be delivered to the site and stored and protected until completion of the work. The topsoil shall be spread and brought to the finished grade, then leveled through the use of straightedges and finally rolled, but not compacted; the topsoil to have depth of not less than 4 inches after final completion.

The Contractor shall apply limestone to the surface, if necessary and an approved commercial fertilizer at the rate of 25 pounds per 1000 square feet. The fertilizer shall be thoroughly incorporated into the top three inches of topsoil at least two days prior to seeding.

The areas shall be properly compacted by rolling and raked to a smooth, friable, uniform fine texture, prior to planting. The seed shall be sown by a feeder on a clam day, at the rate of 7 pounds per 1000 square feet, one-half sown in one direction and the balance in a quarterly direction. The seed shall consist of a mixture of 50 percent Kentucky Blue, 20 percent Red Top and 30 percent Pennlawn Fescue. Following seeding, the surface shall be raked lightly and rolled, and all sloped areas shall be covered with cheesecloth or muslin laid in a continuous surface, properly supported in place. The grass areas shall be maintained at least 30 days and until an acceptable stand has been established. The areas shall be maintained by watering, seeding, replanting, rolling, mowing, trimming and other necessary operations. No mowing shall be done when grass is wet and the cutting height for mowing shall be 2 inches.

Where sod is required, the Contractor shall furnish and plant such sod. Before removal of sod for replanting, the grass shall be cut to a length of about 1-1/2 inches and the sod cut in squares and lifted out, the major portion of the roots and topsoil to be removed, and in no case to a depth of less than 2 inches.

The surface on which the sod is to be placed shall be prepared by placing at least 3 inches of topsoil thereon, raking to proper grade, and the application of commercial fertilizer in an amount of not less than 25 pounds per 1000 square feet. The surface shall then be sprinkled and the sod layed placing each piece so as to form a continuous surface and tamping the sod so as to expel all air between the topsoil and the sod. All voids shall be filled with topsoil and seeded. The sod shall be watered until proper growth is established and shall be maintained until acceptance by the Owner.

The Contractor shall replant such shrubs and other landscaping removed, if in a satisfactory condition, and otherwise shall replace such plantings with satisfactory material, all such plantings to be maintained until a proper growth is established.

**P. CRUSHED AGGREGATE BASE**

Crushed aggregate base shall conform to Section 703.3 Coarse Aggregate of PennDOT Pub. 408. It shall conform in size and grading to Pennsylvania Number 57.

**Q. CEMENT CONCRETE SIDEWALKS**

Minimum requirements -- 4000 psi concrete, 30-day, 6 gauge, 6 x 6 wire mesh, full expansion at 20'-0" cc, false joints at 5'-0" cc.

**R. SELECTED BACKFILL MATERIAL FOR SUB-GRADE STABILIZATION**

1. General

Where unsuitable material is encountered, it shall be removed to a depth where suitable material is encountered. The excavated material shall be replaced with selected backfill material properly compacted.

**S. INLETS AND MANHOLES**

1. Description

This work shall consist of constructing or reconstructing inlets and manholes in accordance with these Specifications and within reasonably close conformity to the lines and grades shown on the Drawings or established by the Engineer.

The inlets and manholes shall be of cement concrete, reinforced when required, or of masonry and with metal frames, covers and gratings, if required, as detailed on the Standard Drawings in the special design shown on the Contract Plan.

2. Materials

In accordance with PennDOT Pub. 408.

3. Construction Requirements

These structures shall conform to the lines and grades given and to the dimensions and designs as indicated on the Standard Drawings or in the special design shown on the Drawings.

Cement concrete construction shall comply with the applicable requirements of Section 1001.3

Brick construction shall comply with the applicable requirements of Section 663.3

Masonry construction shall comply with the applicable requirements of Section 661.3

During the construction of all types of inlets, weep holes shall be placed at appropriate elevation to completely drain the grade prior to placing the sub-base, base course or pavement. Inlet walls, which do not require reinforcement, may be constructed of brick masonry or of Class B concrete; the bases shall be constructed of Class B concrete only.

Manholes shall be constructed as indicated on the Standard Drawings.

Inlets and manholes using existing castings will require the careful removal and cleaning of castings from existing structures, the transporting of castings from one location to another, and if required, the construction of new inlet or manhole walls and bottoms to accommodate the dimensions of the existing castings. These structures shall be constructed in accordance with the requirements specified for the class of concrete or type of masonry for the work as required.

Concrete foundations and walls shall be placed monolithically; except when permitted by the Engineer, they may be constructed separately if the Contractor places No. 4 steel reinforcement bars, at least 24 inches in length and spaced 12 inches center to center, as dowels between the foundation and walls placed thereon at no expense to the department.

Castings for inlets and manholes shall be set in full mortar beds, meeting the requirements of Section 705.8 (b), and otherwise secured as indicated on the drawings or specified. The pipes in inlets and manholes shall be flush with the inside face of the structure. Pipes protected by endwalls shall be placed or cut off flush with the faces of the structures. Spaces excavated for, but not occupied by these structures, shall be backfilled with acceptable material uniform loose layers not exceeding 4" in depth and be compacted by means of approved mechanical tampers to the required density.

Where drainage structures are constructed in conjunction with existing pipe culverts and drains, provision shall be made for satisfactory connections as specified for new construction of similar type. The curing of all miscellaneous drainage structures shall be in accordance with Section 1001.3 (p).

#### 4. Method of Measurement

##### a. Inlets and Manholes

Inlets and manholes will be measured by the unit acceptable, completed.

## 5. Basis of Payment

### a. Inlets and Manholes

Inlets and manholes will be paid for at the Contract unit price each for the type or types specified, complete in place, which price will include all necessary connections with existing culverts and drains; also all excavation, backfilling around the structure, and the satisfactory disposal of all unsuitable and surplus materials.

### b. Inlets and Manholes Using Existing Castings

Inlets and manholes using existing castings will be paid for at the Contract price each for the type or types specified, complete in place, which price will include carefully removing, cleaning, transporting and resetting of the castings; if required, new inlet or manhole walls and bottoms to accommodate the dimensions of the castings; also, all excavation, backfilling around the structure, and the satisfactory disposal of all unsuitable and surplus materials.

### c. Inlet Boxes

Inlet boxes of the types specified will be paid for at the Contract unit price per cubic yard, complete in place, which price will not include furnishing and placing castings but will require all excavation, backfilling around the structure, and the satisfactory disposal of all unsuitable and surplus materials.

### d. Inlet and Manhole Castings

Inlet and manhole castings of the types specified will be paid for at the Contract unit price per set, complete in place on a full-mortared bed.

## T. **STREET SIGNS**

Street signs shall meet the specifications of the Owner.

## U. **PAVEMENT STRIPPING**

### 1. Description

This work shall include all labor and materials required to remove existing road surfaces to a depth or configuration as specified. This includes any obstruction, such as utility patches that prohibit a profile satisfactory to the Engineer.

### 2. Materials

Payment will be based on square yards of surface removed, regardless of depth.

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

Project Name:	Dunlap Creek Park Lake Trail Development
General Description:	Trail development of Dunlap Creek Park Lake Trail
Project Locality	Fayette County
Awarding Agency:	Fayette County Commissioners
Contract Award Date:	10/17/2024
Serial Number:	24-08080
Project Classification:	Heavy/Highway
Determination Date:	9/4/2024
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Fayette County

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

<b>Project: 24-08080 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	8/1/2022		\$41.40	\$28.51	\$69.91
Asbestos & Insulation Workers	8/1/2023		\$42.40	\$29.01	\$71.41
Asbestos & Insulation Workers	8/1/2024		\$43.40	\$29.51	\$72.91
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2022		\$36.55	\$24.71	\$61.26
Bricklayer	6/1/2024		\$39.80	\$25.11	\$64.91
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$39.69	\$19.93	\$59.62
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$41.49	\$19.93	\$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$43.34	\$19.93	\$63.27
Cement Masons	6/1/2023		\$33.07	\$23.59	\$56.66
Cement Masons	7/1/2024		\$34.57	\$25.09	\$59.66
Drywall Finisher	6/1/2023		\$32.39	\$23.75	\$56.14
Drywall Finisher	6/1/2024		\$34.01	\$24.88	\$58.89
Electricians & Telecommunications Installation Technician	12/22/2023		\$48.61	\$31.80	\$80.41
Electricians & Telecommunications Installation Technician	12/27/2024		\$51.76	\$31.80	\$83.56
Electricians & Telecommunications Installation Technician	12/26/2025		\$55.06	\$31.80	\$86.86
Elevator Constructor	1/1/2023		\$56.14	\$42.83	\$98.97
Elevator Constructor	1/1/2024		\$58.55	\$43.87	\$102.42
Glazier	9/1/2021		\$32.61	\$27.19	\$59.80
Glazier	9/1/2023		\$35.65	\$30.05	\$65.70
Iron Workers	6/1/2023		\$38.89	\$35.02	\$73.91
Iron Workers	6/1/2024		\$39.89	\$36.47	\$76.36
Laborers (Class 01 - See notes)	1/1/2023		\$25.82	\$19.46	\$45.28
Laborers (Class 01 - See notes)	1/1/2024		\$26.82	\$19.46	\$46.28
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2023		\$25.97	\$19.46	\$45.43
Laborers (Class 02 - See notes)	1/1/2024		\$26.97	\$19.46	\$46.43
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2023		\$28.97	\$19.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2024		\$29.97	\$19.46	\$49.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Laborers (Class 04 - See notes)	1/1/2021		\$23.57	\$19.32	\$42.89
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62

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

<b>Project: 24-08080 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/1/2023		\$40.69	\$23.89	\$64.58
Operators (Class 01 - see notes)	6/1/2024		\$41.69	\$24.39	\$66.08
Operators (Class 02 -see notes)	6/1/2023		\$34.62	\$23.89	\$58.51
Operators (Class 02 -see notes)	6/1/2024		\$35.62	\$24.39	\$60.01
Operators (Class 03 - See notes)	6/1/2023		\$31.83	\$23.89	\$55.72
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
Painters Class 6 (see notes)	6/1/2022		\$29.50	\$22.82	\$52.32
Painters Class 6 (see notes)	6/1/2023		\$30.56	\$24.01	\$54.57
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
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	6/1/2022		\$31.44	\$19.74	\$51.18
Plasterers	6/1/2023		\$32.14	\$20.54	\$52.68
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
Plumbers and Steamfitters	6/1/2023		\$38.57	\$26.26	\$64.83
Plumbers and Steamfitters	6/1/2024		\$40.02	\$27.01	\$67.03
Plumbers and Steamfitters	6/1/2025		\$41.47	\$27.71	\$69.18
Plumbers and Steamfitters	6/1/2026		\$42.92	\$28.45	\$71.37
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35
Pointers, Caulkers, Cleaners	6/1/2024		\$38.59	\$21.36	\$59.95
Roofers	6/1/2022		\$36.04	\$19.13	\$55.17
Roofers	6/1/2023		\$37.00	\$19.92	\$56.92
Roofers	6/2/2024		\$38.00	\$20.67	\$58.67

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

<b>Project: 24-08080 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Sheet Metal Workers	7/1/2022		\$39.50	\$31.43	\$70.93
Sheet Metal Workers	8/1/2023		\$41.00	\$32.94	\$73.94
Sheet Metal Workers	7/1/2024		\$43.00	\$33.96	\$76.96
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
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	12/1/2022		\$36.13	\$18.03	\$54.16
Terrazzo Finisher	6/1/2023		\$39.79	\$18.47	\$58.26
Terrazzo Mechanics	12/1/2022		\$35.49	\$20.32	\$55.81
Terrazzo Mechanics	6/1/2024		\$39.14	\$20.77	\$59.91
Tile Finisher	12/1/2022		\$28.76	\$17.34	\$46.10
Tile Finisher	6/1/2024		\$31.56	\$17.74	\$49.30
Tile Setter	12/1/2022		\$35.64	\$21.81	\$57.45
Tile Setter	6/1/2024		\$38.46	\$22.19	\$60.65
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

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

<b>Project: 24-08080 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Carpenter	1/1/2023		\$38.60	\$20.59	\$59.19
Carpenter	1/1/2024		\$40.10	\$21.34	\$61.44
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2023		\$40.10	\$20.59	\$60.69
Carpenter Welder	1/1/2024		\$41.60	\$21.34	\$62.94
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2023		\$38.89	\$35.02	\$73.91
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$39.89	\$36.47	\$76.36
Laborers (Class 01 - See notes)	1/1/2023		\$29.95	\$25.50	\$55.45
Laborers (Class 01 - See notes)	1/1/2024		\$32.20	\$25.50	\$57.70
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2023		\$30.11	\$25.50	\$55.61
Laborers (Class 02 - See notes)	1/1/2024		\$32.36	\$25.50	\$57.86
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95

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

<b>Project: 24-08080 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 07 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2023		\$32.45	\$25.50	\$57.95
Laborers (Class 08 - See notes)	1/1/2024		\$34.70	\$25.50	\$60.20
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Millwright	6/1/2023		\$45.50	\$23.72	\$69.22
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2023		\$36.79	\$23.58	\$60.37
Operators (Class 01 - see notes)	1/1/2024		\$38.59	\$24.03	\$62.62
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 02 -see notes)	1/1/2023		\$36.53	\$23.58	\$60.11
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 03 - See notes)	1/1/2023		\$32.88	\$23.58	\$56.46
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 04 - See notes)	1/1/2023		\$32.42	\$23.58	\$56.00
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 05 - See notes)	1/1/2023		\$32.17	\$23.58	\$55.75
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators Class 1-A	1/1/2023		\$39.79	\$23.58	\$63.37
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-B	1/1/2023		\$38.79	\$23.58	\$62.37
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 2 (see notes)	6/1/2023		\$36.01	\$24.01	\$60.02
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 3 (see notes)	6/1/2023		\$38.33	\$24.01	\$62.34
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.69	\$25.81	\$69.50
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26

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

<b>Project: 24-08080 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
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
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

Fayette County Commissioners  
Dunlap Creek Trail  
Contract 1/2024

Section 1 - Special Conditions

A. CHANGES

Changes in the project which involve cost adjustments to the Contract price will be made only upon the written agreement of the Representative with approval of the Owner or their designated representative.

B. CONTRACT DRAWINGS

The plan copies or drawings of this project by Gibson-Thomas Engineering Co., Inc., are hereby recognized as an integral part of the Contract Documents and Specifications.

C. PAYMENT

The work required by this Contract shall be paid for as detailed in the Standard Contract Provisions. Monthly payments will be made during the progress of the work, based upon the value of the work done as detailed in the Standard Contract Provisions.

Adjustment in payments because of changes in the construction from that indicated in the Contract Drawings and Specifications, or by exigencies of the work and as authorized by the Representative, will be in accordance with the requirements of the Standard Contract Provisions, a part of these bid documents. Unit prices for all work items listed in the Proposal will be used for payment, based on the actual quantities installed.

D. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

For Time for Completion and Liquidated Damages, refer to the Standard Contract Provisions. The entire work must be completed, approved and accepted by the Owner within **TWO HUNDRED THIRTY (230) CALENDER DAYS** following date specified in Notice to Proceed. The parties recognize that the Owner will incur damages if the project is not completed within the time period specified above, but also recognize that these damages would be difficult to ascertain or quantify.

After reasonable investigations and consideration, the parties therefore agree that **\$500 per day** is a best effort estimate of those damages. The parties also agree that additional engineering fees and/or

inspection work are not included in such estimates and all parties agree that such costs shall be recoverable by the Owner.

**E. BONDS AND INSURANCE**

All insurance and bonding, including a Performance Bond and a Two-Year Maintenance Bond, are required on this project as stipulated in the General Conditions.

**F. SPECIAL REQUIREMENTS**

1. Contract Drawings and Specification

The successful Contractor will be furnished two (2) copies of the drawings and Specifications free of charge at time of construction, with additional copies being available at cost of reproduction. One set of the Contractor's drawings and Specifications shall be available at the job site at all times for use by the Representative or his authorized representative.

2. Project Photographs

Prior to construction the Contractor shall furnish three (3) copies of photographs of the existing site conditions.

3. All construction methods and material (including quantity calculations) will comply with the current PennDOT Road Construction Standards (RC), Bridge Construction Standards (BC), and Pub. 408, unless otherwise noted by the Contract Documents or specified by the Representative.

**G. RIGHT OF PROPERTY**

The Contractor shall not have any right of property in any materials taken from any excavation or demolition, and he shall not remove any earth, sand or other material from the site of the work before the construction is complete, except with the approval of the Representative. The provisions of this paragraph shall not be construed as relieving the Contractor of any of his obligations to remove and dispose of any of the material removed, with or without re-handing at his cost and expense as provided in these specifications.

**H. WORKING HOURS**

All work at the site shall be performed during regular working hours, except in connection with the safety or protection of persons or the work or property at the site adjacent thereto. The Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent given after the Contractor's prior written request to the Construction Manager for the same.

The Contractor (and Subcontractor) working hours consist of 8 working hours within a 10-hour period between 7:00 a.m. and 5:00 p.m. on a regularly scheduled basis, excluding Saturdays, Sundays and legal holidays. Work outside this time frame must be approved through the Owner. Approval for work outside of these normal working hours shall be requested no less than 72 hours prior to the start of the respective work period.

The Contractor shall be responsible for paying inspection overtime.

**I. PAYMENT OF RETAINAGE TO SUBCONTRACTORS**

In the absence of good and sufficient reasons, within 20 days of the receipt of payment, pay all subcontractors with whom contracted their earned share of the payment received.

**J. NOTICE TO CONTRACTORS**

**ACCESS**

Maintain access to

**CLEATING AND GRUBBING**

There are many large diameter trees. Contractor should field view the site before bidding.

Fayette County Commissioners  
Dunlap Creek Trail  
Contract 1/2024

Section 2 - Construction Procedures

A. CONSTRUCTION PROCEDURES - EROSION AND SEDIMENT POLLUTION CONTROL

1. Observe the applicable following procedures during the entire period of construction as directed:
  - a. Conduct all operations as specified in the erosion and sediment pollution control plan and in such a manner to minimize turbidity in streams. Do not discharge water containing sediments or pollutants into the streams.
  - b. Direct flowing water away from project construction areas.
  - c. Limit movement of equipment through the streambed in accordance with the approved plan so as to prevent unnecessary siltation or disturbance. Permit equipment to cross flowing channels only on rock roadways and/or bridges to prevent constant turbulency and siltation.

Construct rock crossings, causeways or cofferdams with rock having a minimum size of 75 mm (3 inches) or larger as directed; also, the surface may be choked with stone aggregate having a minimum size of 9.5 mm (3/8-inch). Do not use earth or other materials which may cause sedimentation, for any crossings, causeways or cofferdams.
  - d. Seed and/or stabilize all stream banks immediately upon completion of grading.
  - e. Seed all cut and fill slopes when they have reached a vertical height of 4.5 m (15 feet). On areas where permanent seeding will not be performed within a period of 20 days after the excavation or embankment operations have been completed place temporary seeding (annual Ryegrass) and mulching on all soil areas.
  - f. Control the entire grading area at all times during construction by placing the erosion and sediment pollution control devices that can be installed prior to disturbing the earth and the stabilization devices as soon as the required earthwork has been performed.
  - g. For any excavation material stockpiled more than 20 days, take interim stabilization measures to minimize erosion of the stockpile slopes.
  - h. Clean the sedimentation structures during construction as specified in Section 861.

- i. Dispose of silt fencing and sediment removed from the project, as directed.
- j. Separate all water originating outside of the project from that originating within.
- k. During the life of the contract, be responsible for the maintenance of all erosion and sediment pollution control devices.
- l. Seed all borrow and waste areas in accordance with the approved plans and with item (e) above.

Fayette County Commissioners  
Dunlap Creek Trail  
Contract 1/2024

Section 3 - Site Work

A. Materials

1. ITEM 9000-0001 6 INCH PIPE

- a. **DESCRIPTION** – This work is the construction of 6 inch pipe as shown on the plans.
- b. **MATERIALS** – 6" Perforated PVC Pipe - Schedule 40 PVC pipe and associated appurtenances. Provide perforations in accordance with Section 610.2(a)1.c.
- c. **CONSTRUCTION** – As shown on the construction drawings
- d. **MEASUREMENT AND PAYMENT** – Linear Foot

2. ITEM 9000-0002 INFILTRATION BERM

- a. **DESCRIPTION** – This work is furnishing and installing infiltration berms within the drainage ditches. The berms are for use during construction to control storm water velocity and shall be removed when the project has been stabilized as determined by the owner and/or the conservation district. Berm locations to be determined by project sponsor.
- b. **MATERIALS** – Material to be in accordance with Pennsylvania Department of Transportation Specification, Publication 408 and as indicated on detail.  
Compacted Earth  
No.57 stone material- Section 703.2
- c. **CONSTRUCTION** – As detailed on the plans.
- d. **MEASUREMENT AND PAYMENT** - LF

3. ITEM 9000-0107 – PUMP BYPASS FOR SYSTEM

- a. **DESCRIPTION** – This work is furnishing, maintaining, and removal of a temporary pump bypass system.
- b. **MATERIAL** –

(a) **Pump.** Contractor to verify size of pump sufficient to handle capacity of stream flow.  
Normal flow  $Q = 12$  cfs.

(b) **Pump Intake And Discharge Hose.** Any hosing compatible with the selected pump.

(c) **Rock Filter.** In accordance with Section 856.

(d) **Sandbag Diversion.**

(1) Sandbags – Polypropylene or acrylic material

(2) Polyethylene Liner – Polyethylene sheeting, 6 mil minimum thickness

- c. **CONSTRUCTION** – Place pump as indicated in the construction sequence. Prepare the streambed by removing any large boulders, cobbles, or organic debris. Place the pumping system. Place the sandbags and polyethylene liner. Weave the liner through the sandbag layers to secure it in place. Overlap sections of the liner a minimum of 18 inches. Utilize the sandbag diversions to create an intake pool within the stream. After construction of the drainage system is complete, remove the sandbag diversion, pump system, hoses, and accessories.
- d. **MEASUREMENT AND PAYMENT** – EACH. Payment includes the installation, maintenance and removal of pump, hoses, and accessories.

#### 4. ITEM 9000-0004– AMENDED CLAY SOIL

- a. **DESCRIPTION** – This work is the furnishing and placement of amended clay soils.
- b. **MATERIAL** – Soil consisting of sands, silts, clays and loams mimicking the composition of natural hydric soils meeting the following compositional requirements:
- (a) Sand – Not less than 40% and not more than 55% of the total mixture
  - (b) Silt – Not less than 25% or more than 40% of the total mixture
  - (c) Clay – Not less than 15% or more than 25% of the total mixture

Rock, gravel and organic material may be incidental to the soil mixture provided material is less than 2 inches in any direction and provides less than 5% of the total soil mixture. All rock, gravel and organic material must be evenly distributed throughout the mixture and in no way restrict the grading of the sites or influence the permeability of the soil.

On site hydric soils excavated from wetlands that are within the limits of construction which will be permanently eradicated may be used in lieu of contractor supplied or amended soils with the approval of the Representative. The use of natural hydric soils negates the compositional requirements for the amended clay soil.

- c. **CONSTRUCTION** – Provide natural hydric or amended clay soil for stream bottom material as specified. The amended clay soil may consist of materials obtained from project excavations or off site locations. Amend soils, as necessary, to meet compositional requirements. Remove any rock, debris or objects deemed detrimental to uniform placement of the soil. Use tracked vehicles to minimize compaction of subgrade. Restrict traffic to avoid over-compaction of soils.
- d. **MEASUREMENT AND PAYMENT** – Cubic Yard.

**5. ITEM 4608-0001 MOBILIZATION, PER PHASE  
ITEM 4686-0010 CONSTRUCTION SURVEY, TYPE A, PER PHASE**

These items are in accordance with Pennsylvania Department of Transportation Specification, Publication 408 and as indicated on detail.

In accordance with Section 608 and 686, and as follows:

For bidding purposes, the overall LS bid amount for these items should be split equally among Phase 1 and Phase 2.



## Washington County Conservation District

50 Old Hickory Ridge Road, Suite 1  
Washington, PA 15301  
Phone: 724-705-7098  
Fax: 724-249-2519

12/11/2023

Fayette County  
Arthur Cappella  
61 East Main Street  
Uniontown, PA 15401

Re: PAG-02 NPDES General Permit Coverage Approval  
Dunlap Creek Park – Lake Trail Development  
NPDES Permit No. PAC260146  
Menallen Township, Fayette County

Dear Arthur Cappella:

Under the authority of the federal Clean Water Act and Pennsylvania's Clean Streams Law, the Washington County Conservation District has approved your request for new coverage under the PAG-02 NPDES General Permit for Discharges of Stormwater Associated with Construction Activities ("PAG-02 General Permit"). The latest versions of the Notice of Intent (NOI) and all supporting documents, including the Erosion and Sediment Control (E&S) Plan and Post-Construction Stormwater Management (PCSM) Plan, are incorporated into this approval, including the following plan drawings:

- The E&S Plan drawings, for Dunlap Creek Trail, last revised November 30, 2023.
- The PCSM Plan drawings for Dunlap Creek Trail, last revised November 30, 2023.

Your coverage under the PAG-02 General Permit, which has been assigned NPDES Permit No. PAC260146, is effective on **December 11, 2023** and will expire on **December 7, 2024**. If stormwater discharges associated with construction activities are expected to continue beyond the expiration date of PAG-02 General Permit coverage, you must apply to renew your coverage at least 180 days prior to the expiration date, unless otherwise approved by the Department of Environmental Protection (DEP) or the District.

Please review the PAG-02 General Permit and the enclosed attachments carefully and contact this office if you have any questions. Please pay particular attention to the following requirements of the General Permit:

- In accordance with 25 Pa. Code § 102.5(h), operators who are not the permittee shall be co-permittees. An operator is a person who either has oversight responsibility of an earth disturbance activity on a project site who has the ability to make modifications to the E&S

Plan, PCSM Plan or site specifications, or has day to day operational control over an earth disturbance activity on a project site. Please be advised that after an operator (contractor) has been selected for the project, the operator must be made a co-permittee and enter into an agreement with the permittee. Please use the enclosed Co-Permittee Acknowledgement Form for Chapter 102 Permits form (3800-FM-BCW0271a) to add a co-permittee.

- A pre-construction meeting is required as specified in 25 Pa. Code § 102.5(e), unless otherwise notified in writing by this office. The purpose of this meeting is to review all aspects of the permit with the permittee, co-permittees, operators, consultants, inspectors and licensed professionals or their designees who will be responsible for the implementation of the critical stages of the approved PCSM Plan. You must provide at least seven days notice of the pre-construction meeting to all invited attendees.
- You must conduct inspections of all best management practices (BMPs) on a weekly basis and after each measurable stormwater event (i.e., precipitation in an amount of 0.25 inch or greater over a 24-hour period) to ensure effective and efficient operation. The Visual Site Inspection Report Form (3800-FM-BCW0271d) is enclosed along with instructions. This form (or an equivalent electronic form providing the same information) must be used to document the required site inspections.
- For any property containing a PCSM BMP, the permittee or co-permittee must record an instrument with the recorder of deeds which will assure disclosure of the PCSM BMP and the related obligations in the ordinary course of a title search of the subject property. The recorded instrument must identify the PCSM BMP, provide for necessary access related to long-term operation and maintenance (O&M) for PCSM BMPs, and provide notice that the responsibility for long-term O&M of the PCSM BMP is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees. **You must record an instrument with the Recorder of Deeds within 45 days and provide proof of the recording at the time an application to transfer permit coverage is submitted, if applicable, and at the time a Notice of Termination (NOT) is submitted to this office.**
- If there are any changes to the PCSM BMPs or long-term operation and maintenance plan after the initial instrument recording and prior to permit termination, the permittee(s) will need to amend the initial recorded instrument at the recorder of deeds office prior to permit termination. Please note, most Recorder of Deeds Offices require that the land owner (at the time of actual recording) signs the instrument to be recorded. If the land owner changes and an amended instrument needs to be recorded, the Recorder of Deeds office will likely require the new land owner's signature on the amended instrument. It is recommended that for any sale or transfer of property to a new owner before this permit is terminated that the permittee seek legal counsel on how to structure the sale or transfer to allow the recorded instrument to be amended.
- The NOT form (3800-PM-BCW0229b) is also enclosed and must be completed and filed when construction activities have ceased and final stabilization has been achieved. The NOT must identify the responsible person(s) for the long-term O&M of the PCSM BMPs. Please

be advised that the permittee and any co-permittees remain responsible for all operational maintenance for this project site until the NOT has been filed and acknowledged. **It is important that you fulfill your obligations under the General Permit and submit a complete NOT to this office upon final stabilization of the site.**

Persons aggrieved by an action of a conservation district under 25 Pa. Code Chapter 102 may request an informal hearing with DEP within 30 days of publication of this notice in the *Pennsylvania Bulletin*, pursuant to 25 Pa. Code § 102.32(c). DEP will schedule this informal hearing within 30 days of the request. After this informal hearing, any final determination by DEP may be appealed to the Environmental Hearing Board.

Environmental Hearing Board  
Rachel Carson State Office Building, Second Floor  
400 Market Street  
P.O. Box 8457  
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

**IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.**

**IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.**

If you have questions, please contact Ian Reinstadtler by e-mail at [ireinstadtler@pawccd.org](mailto:ireinstadtler@pawccd.org) or by telephone at 724-705-7098 and refer to Permit No. PAC260146.

Sincerely,



Jennifer Dann  
District Manager  
Washington County Conservation District

cc: Gibson Thomas Engineering  
PA DEP SWRO  
Menallen Township

Enclosures: PAG-02 General Permit  
Stamped Approved E&S Plan Drawings and E&S Module 1  
Approved PCSM Plan Drawings and PCSM Module 2  
Visual Site Inspection Report Form and Instructions  
Co-Permittee Acknowledgement Form for Chapter 102 Permits and Instructions  
Notice of Termination Form

bcc: File  
DEP Bureau of Clean Water (approved NOI, approval letter and page 1 of General Permit)



**PAG-02  
AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)  
GENERAL PERMIT FOR DISCHARGES OF  
STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES**

**NPDES PERMIT NO: PAC260146**

In compliance with the provisions of the Clean Water Act, 33 U.S.C.A. §§ 1251—1387 and Pennsylvania's Clean Streams Law, as amended, 35 P.S. §§ 691.1—691.1001, the Department of Environmental Protection (DEP) authorizes the permittee named below to discharge stormwater associated with construction activities from an earth disturbance activity that involves earth disturbance greater than or equal to one acre, or an earth disturbance on any portion, part, or during any stage of a larger common plan of development or sale that involves earth disturbance greater than or equal to one acre:

<u>Permittee</u>	<u>Project Site</u>
<b>Fayette County 61 East Main Street Uniontown, PA 15401</b>	<b>Dunlap Creek Park – Lake Trail Development Menallen Township, Fayette County</b>

This authorization is subject to DEP's enclosed PAG-02 General Permit (General Permit) which incorporates all effluent limitations, monitoring and reporting requirements, and other terms, conditions, criteria, and special requirements for the discharge of stormwater associated with construction activities to surface waters, including through storm sewers. Authorization to discharge is subject to the implementation of the plans and additional associated information submitted as part of the Notice of Intent (NOI) for general permit coverage.

**APPROVAL TO DISCHARGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN IS AUTHORIZED BEGINNING ON DECEMBER 11, 2023 AND WILL EXPIRE ON DECEMBER 7, 2024 WHEN CONDUCTED PURSUANT TO THE TERMS AND CONDITIONS OF THIS GENERAL PERMIT. GENERAL PERMIT COVERAGE MAY BE TERMINATED PRIOR TO THE EXPIRATION DATE UPON RECEIPT AND ACKNOWLEDGEMENT OF A NOTICE OF TERMINATION FORM AND APPROVAL BY DEP OR THE AUTHORIZED CONSERVATION DISTRICT. NO CONDITION OF THIS GENERAL PERMIT SHALL RELEASE THE PERMITTEE OR CO-PERMITTEE(S) FROM ANY RESPONSIBILITY OR REQUIREMENT UNDER STATE OR FEDERAL ENVIRONMENTAL STATUTES, REGULATIONS, OR LOCAL ORDINANCES.**

Coverage under the PAG-02 General Permit is authorized by:

  
 \_\_\_\_\_  
**Jennifer Dann**  
**District Manager**  
**Washington County Conservation District**



## Washington County Conservation District

50 Old Hickory Ridge Road, Suite 1

Washington, PA 15301

Phone: 724-705-7098

Fax: 724-249-2519

December 11, 2023

Arthur Cappella  
61 East Main Street  
Uniontown, PA 15401

Re: General Permit (GP) Acknowledgment Notification  
Dunlap Creek Park – Lake Trail Development  
GP072600223001  
Menallen Township  
Fayette County

Dear Arthur Cappella:

This letter acknowledges receipt of your notification to use and registers your use of above authorized General Permit(s) (GP(s)) under the authority of the Dam Safety and Encroachments Act (32 P. S. § 693.1 et. seq.) and 25 Pa. Code Chapter 105. You are responsible for assuring the work is done in accordance with the drawings, terms and conditions contained in the GP(s). Please direct special attention to all time sensitive issues associated with the GP authorization(s). You may proceed with your project after making the required notifications stipulated in the GP(s) and securing all other approvals that may be necessary.

Enclosed is an acknowledged copy of your GP Registration Form. Please place this letter and the acknowledged GP Registration form with your copy of the GP Registration package, the applicable GP terms and conditions, required Federal authorizations, and the Erosion and Sediment Control plan and maintain on site during construction. Please review the complete permit authorization package so that you are aware of the extent of the authorization(s).

We have determined that your proposed work, if accomplished in accordance with the enclosed terms and conditions, is authorized by the Pennsylvania State Programmatic General Permit-6 (PASPGP-6). This PASPGP-6 verification provides U.S. Army Corps of Engineers authorization pursuant to Section 10 of the Rivers and Harbors Act and/or Section 404 of the Clean Water Act. This authorization may be subject to modification, suspension, or revocation if any of the information contained in the application, including the plans, is later found to be in error.

The enclosed list of conditions must be followed for purposes of the PASPGP-6 (Enclosure 1).

Any person aggrieved by this action may appeal the action to the Environmental Hearing

Board (Board), pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. § 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A. The Board's address is:

Environmental Hearing Board  
Rachel Carson State Office Building, Second Floor  
400 Market Street  
P.O. Box 8457  
Harrisburg, PA 17105-8457

TDD users may contact the Environmental Hearing Board through the Pennsylvania Relay Service, 800-654-5984.

Appeals must be filed with the Board within 30 days of receipt of notice of this action unless the appropriate statute provides a different time. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

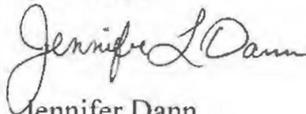
A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at <http://ehb.courtapps.com> or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board.

IMPORTANT LEGAL RIGHTS ARE AT STAKE. YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD AT 717-787-3483 FOR MORE INFORMATION. YOU DO NOT NEED A LAWYER TO FILE A NOTICE OF APPEAL WITH THE BOARD.

**IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST BE FILED WITH AND RECEIVED BY THE BOARD WITHIN 30 DAYS OF RECEIPT OF NOTICE OF THIS ACTION.**

If you have additional questions about your registration, please contact Ian Reinstadtler at the above telephone number or by email ([ireinstadtler@pawccd.org](mailto:ireinstadtler@pawccd.org)) and refer to GP072600223001.

Sincerely,



Jennifer Dann  
District Manager  
Washington County Conservation District

cc: Gibson-Thomas Engineering  
PA DEP SWRO

USACE  
Menallen Township

bcc: File



## Washington County Conservation District

50 Old Hickory Ridge Road, Suite 1  
Washington, PA 15301  
Phone: 724-705-7098  
Fax: 724-249-2519

10 July 2024

Fayette County  
Arthur Capella  
61 East Main Street  
Uniontown, PA 15401

Re: Approval of Minor Amendment to Permit Coverage  
Dunlap Creek Lake Trail Development  
NPDES Permit No. PAC260146 A-1  
Menallen Township, Fayette County

Dear Arthur Capella:

Under the authority of the federal Clean Water Act and Pennsylvania's Clean Streams Law, the Washington County Conservation District has approved your request for a minor amendment to your permit. The latest versions of the NOI and all supporting documents, including the Erosion and Sediment Control (E&S) Plan and Post-Construction Stormwater Management (PCSM) Plan, are incorporated into this approval.

The terms and conditions of your permit, including the expiration date, have not otherwise changed. In addition, if stormwater discharges associated with construction activities are expected to continue beyond the expiration date of your coverage, you must apply to renew your coverage at least 180 days prior to the expiration date, unless otherwise approved by the Department of Environmental Protection (DEP) or the District.

If you have questions, please contact Ian Reinstadtler by e-mail at [ireinstadtler@pawccd.org](mailto:ireinstadtler@pawccd.org) or by telephone at 724-705-7098 and refer to Permit No. PAC260146 A-1.

Sincerely,

*Matthew Golden*

Matthew Golden  
Resource Conservation Technician, Lead  
Washington County Conservation District

cc: Gibson Thomas Engineers  
PA DEP SWRO  
Menallen Township

bcc: File



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

CHAPTER 105 WATER OBSTRUCTIONS AND ENCROACHMENT  
GENERAL PERMIT REGISTRATION

SECTION A. APPLICANT INFORMATION					
<input type="checkbox"/> FERC Natural Gas Activity		Docket Number _____		Type of Facility _____	
Has a Water Quality Certification (WQC) request been sent to DEP? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="checkbox"/> Activity Subject to FERC approval and/or Oil & Gas Exploration, Production, Storage or Transmission if the activity is regulated by FERC and provide the FERC docket number.					
Applicant's Name / Client Arthur Cappella		DEP Client ID# (if known)		Employer ID# (EIN)	
Client Information - Please select Client Type / Code from drop down box under the correct entity shown below. (or may be written in) ↓					
Government		Non-Government		Individual	
CNTY County					
Mailing Address 61 East Main Street			City Uniontown	State PA	ZIP + 4 15401
Contact Person – Last Name Cappella		First Arthur	MI J	Suffix	Telephone (724) 430-1200
Email Address acappella@fayettepa.org					
SECTION B. CONSULTANT INFORMATION (if applicable) <input type="checkbox"/> N/A					
Contact Person – Last Name Van Verth		First Clayton	MI	Suffix	Consultants Title Project Manager
				Consulting Firm Gibson-Thomas Engineering	
Mailing Address 2200 University Drive, Suite 1			City Lemont Furnace	State PA	ZIP + 4 15456
Telephone (724) 323-8020		Fax ( )		Employer ID# (EIN)	
Email clayton.vanverth@gibson-thomas.com					
SECTION C. PROJECT INFORMATION					
Project / Site Name Dunlap Creek Park - Lake Trail Development			DEP Site ID# (if known or leave blank)		
Client Relationship - Please select Site-to-Client Relationship / Code from drop down box to the right. (or may be written in) →			Double-click on shaded area below to select correct Site-to-Client Relationship / Code ↓		
			OWN Owner		
County Fayette		Municipality <input type="checkbox"/> City <input type="checkbox"/> Borough <input checked="" type="checkbox"/> Township Menallen		Note: Municipal & County Notification Is Required	
Site Location / Address Dunlap Creek Lake			City Uniontown	State PA	ZIP + 4 15401
Collection Method: <input checked="" type="checkbox"/> EMAP <input type="checkbox"/> HGIS <input type="checkbox"/> GISDR* <input type="checkbox"/> ITPMP <input type="checkbox"/> GPS <input type="checkbox"/> WAAS <input type="checkbox"/> LORAN					
Check the horizontal reference datum (or projection datum) employed in the collection method.					
EMAP and HGIS (PNDI) have known datum and do not require checking here. <input type="checkbox"/> NAD27 <input checked="" type="checkbox"/> NAD83 <input type="checkbox"/> WGS84					
(GEO84) LAT.: 39.9246		LONG.: 79.8010			

NOTE: A Submerged Lands License Agreement (SLLA) with an annual fee, if applicable, may also be required for your project. You will be notified if an SLLA is required.

The [Aquatic Resources Impact Table \(SECTION E. PROPOSED IMPACTS\)](#) must be completed or equivalent submitted for this registration to be complete.

**SECTION D. REGISTRATION CHECKLIST AND REQUIREMENTS**

Please place an "X" next to each item (1-9) to ensure it is completed and/or provided.

Unless otherwise specified, all items are required to ensure a complete Registration package.

**\*\*Provide ONE (1) ORIGINAL and ONE (1) COPY of the Registration package\*\***

Please provide a copy of the Registration form to the Municipality & County in which the work will be performed. Proof of receipt is not required to be provided to DEP.

**1. REGISTERING A GENERAL PERMIT (GP) check all that apply**

Federal, State, county or municipal agencies or municipal authorities:

EXEMPT from fees

<input type="checkbox"/>	GP-1	Fish Habitat Enhancement Structures.....	Per Project	\$ 50	= \$	_____
<input type="checkbox"/>	GP-2	Small Docks and Boat Launching Ramps .....	Per Dock / Ramp _____ (#) x	\$ 175	= \$	_____
<input type="checkbox"/>	GP-3	Bank Rehabilitation, Bank Protection and Gravel Bar Removal.....	Per Project _____ (#) x	\$ 250	= \$	_____
<input type="checkbox"/>	GP-4	Intake and Outfall Structures .....	Per Structure _____ (#) x	\$ 200	= \$	_____
<input type="checkbox"/>	GP-5	Utility Line Stream Crossings.....	Per Individual Utility _____ (#) x _____ (#) x	\$ 250	= \$	_____
<input type="checkbox"/>	GP-6	Agricultural Crossings and Ramps.....	Per Crossing / Ramp _____ (#) x	\$ 50	= \$	_____
<input checked="" type="checkbox"/>	GP-7	Minor Road Crossings <sup>2</sup> .....	Per Crossing _____ (#) x	\$ 350	= \$	_____
<input type="checkbox"/>	GP-8	Temporary Road Crossings <sup>2</sup> .....	Per Crossing _____ (#) x	\$ 175	= \$	_____
<input type="checkbox"/>	GP-9	Agricultural Activities.....	Per Project	\$ 50	= \$	_____
<input type="checkbox"/>	GP-10	Abandoned Mine Reclamation.....	Per Project	\$ 500	= \$	_____
<input type="checkbox"/>	GP-11	Maintenance, Testing, Repair, Rehabilitation, or Replacement of Water Obstructions and Encroachments <sup>1</sup> .....		\$ 750	+	
<input type="checkbox"/>		Temporary Disturbance (\$400/0.1ac) .....	_____ acres x \$4,000 =	\$ _____	+	
<input type="checkbox"/>		Permanent Disturbance (\$800/0.1ac) .....	_____ acres x \$8,000 =	\$ _____	= \$	_____
<input type="checkbox"/>	GP-15	Private Residential Construction in Wetlands <sup>1</sup> .....		\$ 750	+	
<input type="checkbox"/>		Temporary Disturbance (\$400/0.1ac) .....	_____ acres x \$4,000 =	\$ _____	+	
<input type="checkbox"/>		Permanent Disturbance (\$800/0.1ac) .....	_____ acres x \$8,000 =	\$ _____	= \$	_____
				<b>GP(s) FEE subtotal (b)</b>		<b>\$ _____</b>

	Applicant Entry	DEP Use Only
2. <b>Location Map</b> (USGS quad map) with project site marked:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. <b>Color Photographs</b> with dates, locations, and descriptions: <input type="checkbox"/> GP-3 <input type="checkbox"/> GP-11 <input checked="" type="checkbox"/> N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. <b>Project Description:</b> (Example: Linear pipeline project using multiple GP-5's and GP-8's; One GP-7 for an access road to my property) The Dunlap Creek Lake Trail is a proposed 1.9 mile trail that will loop Dunlap Creek Lake. Dunlap Creek Lake is located in McNettan Township, Fayette County. A project location map has been included.  This trail will consist of a 8' walking path constructed of asphalt and crushed aggregate. The trail will be situated at an elevation well above that of the normal ponding water elevation and also above that of the emergency spillway. The trail will be sloped away from the lake so that any runoff from the trail can be captured in a swale proposed parallel swale to the trail on the opposite side of the trail from the lake. Stormwater management will be accomplished in the parallel swale.  The project proposes drainage installs at 17 locations. Seven of these pipes will convey stream flows in addition to the project flows. Where new pipes will be installed for stream conveyance, it is anticipated that existing pipes conveying these streams will be converted into open channel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. <b>Site Specific and/or Standard Drawings</b> are (required for all) project's GP activities.  For Activities that qualify for GP-7 or GP-11  Plans, specifications, and reports for bridges and culverts across a stream which are to be used by the general public such as an access to an industrial, commercial or residential development, etc., shall be prepared by a registered professional engineer and shall be affixed with their seal and certification which shall read as follows on the drawings:  If the project includes a bridge or culvert replacement or the proposed work will change the waterway opening, please complete and provide the <u>Bridge and/or Culvert Replacement Projects or Projects That Change the Waterway Opening (3150-PM-BWEW0552B)</u> worksheet. If the project consists of similar work (replacement or change in waterway opening) on more than one structure, provide the data requested for each structure included in this Registration package.  <i>"I (name) do hereby certify pursuant to the penalties of 18 Pa. C.S.A. Sec. 4904 to the best of my knowledge, information and belief, that the information contained in the accompanying plans, specifications, and reports has been prepared in accordance with accepted engineering practice, is true and correct, and is in conformance with Chapter 105 of the rules and regulations of the Department of Environmental Protection."</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. <b>Proposed Project Purpose</b> depicting the site of the projects GP activities and impacts. Briefly discuss the need for the authorization	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. <b>Erosion &amp; Sediment Control Plan (E&amp;S Plan) (Required for all GP's but specifically required with submission with a registration of GP-11 or GP's for oil and gas related activities submitted to DEP.)</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. <b>Pennsylvania Natural Diversity Inventory (PNDI): PNDI Search Receipt and clearance letters, if available. See additional requirements for submission with Avoidance Measures and/or Potential Impacts.</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. <b>Activities which impact wetlands: (For State Regulated Impacts)</b> <b>Please place an "X" next to the appropriate box indicating the information provided:</b>  <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> N/A because no wetland impacts are proposed or no compensatory mitigation is necessary.</li> <li><input type="checkbox"/> A wetland delineation with complete data sheets in accordance with the 1987 Corps of Engineers Wetland Delineation Manual AND the appropriate Regional Supplements to the Corps of Engineers Wetland Delineation Manual for use in Pennsylvania.....</li> <li><input type="checkbox"/> If direct or indirect wetland impacts are greater than 0.05 acre, a compensatory mitigation plan in accordance with the Department's Replacement criteria which provides compensation for both affected acreage, and functions at a minimum of one to one ratio.</li> <li><input type="checkbox"/> <b>If compensatory mitigation onsite is determined not feasible:</b> A check, number _____, in the amount of \$ _____ payable to the National Fish and Wildlife Foundation, N.A. 1237, as compensatory mitigation for _____ acres of impact in wetlands, in accordance with the Pennsylvania Wetland Replacement Project.....</li> </ul> <p style="text-align: center;"><b>(Additional Mitigation May Be Required by U.S. Army Corps)</b></p>	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

Applicant's Name / Client Fayette County

**AQUATIC RESOURCE IMPACT TABLE**  
FOR PENNSYLVANIA CHAPTER 105 WATER OBSTRUCTION AND ENCROACHMENT APPLICATION / REGISTRATION

Project / Site Name:		Dunlap Creek Park - Lake Trail Development										Date:		2-16-23	
DEP USE ONLY	Project Information						PA DEP / 105						Enter Only If Different from DEP Impacts Army Corps Impacts:		
PADEP Permit Number	Structure / Activity unique identifier	Aquatic Resource Type	Latitude dd nad83	Longitude dd nad83	Waters Name	PA Code Chapter 93 Designation	Work Proposed	DEP Impact Type temp perm	ACOE Impact Type temp perm	Watercourse Impact Top of Bank to Top of Bank	Floodway Impact Top of Bank Landward	Wetland Impact Dimensions	Watercourse Impact	Wetland Impact	
										Length and Width in feet	Length and Width in feet	Length and Width in feet	Length and Width in feet	Length and Width in feet	
	STR 1 PERM	PERENNIAL	39.9280	-79.7959	UNT TO DUNLAP CREEK LAKE	WWF	PIPE INSTALL	PERM	PERM	31 - 4	31 - 54	-	-	-	
	STR-1 TEMP	PERENNIAL	39.9280	-79.7959	UNT TO DUNLAP CREEK LAKE	WWF	PIPE INSTALL	TEMP	TEMP	20 - 4	20 - 54	-	-	-	
	STR 2 PERM	PERENNIAL	39.9245	-79.7982	UNT TO DUNLAP CREEK LAKE	WWF	PIPE INSTALL	PERM	PERM	27 - 4	27 - 54	-	-	-	
	STR-2 TEMP	PERENNIAL	39.9245	-79.7982	UNT TO DUNLAP CREEK LAKE	WWF	PIPE INSTALL	TEMP	TEMP	28 - 4	28 - 54	-	-	-	
										- 4	-	-	-	-	
	STR 5 PERM	PERENNIAL	39.9220	-79.8014	UNT TO DUNLAP CREEK LAKE	WWF	PIPE INSTALL	PERM	PERM	32 - 4	32 - 54	-	-	-	
	STR-5 TEMP	PERENNIAL	39.9220	-79.8014	UNT TO DUNLAP CREEK LAKE	WWF	PIPE INSTALL	TEMP	TEMP	26 - 4	26 - 54	-	-	-	
	STR 6 PERM	PERENNIAL	39.9269	-79.8022	UNT TO DUNLAP CREEK LAKE	WWF	PIPE INSTALL	PERM	PERM	30 - 5	30 - 54	-	-	-	

PADEP Impact Type: temporary or permanent.

Permanent Impacts are those areas affected by a water obstruction or encroachment that consist of both direct and indirect impacts that result from the placement or construction of a water obstruction or encroachment and include areas necessary for the operation and maintenance of the water obstruction or encroachment located in, along or across, or projecting into a watercourse, floodway or body of water.

Temporary Impacts are those areas affected during the construction of a water obstruction or encroachment that consists of both direct and indirect impacts located in, along or across, or projecting into a watercourse, floodway or body of water that are restored upon completion of construction. This does not include areas that will be maintained as a result of the operation and maintenance of the water obstruction or encroachment located in, along or across, or projecting into a watercourse, floodway or body of water (these are considered permanent impacts).



COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 BUREAU OF WATERWAYS ENGINEERING AND WETLANDS

Applicant's Name / Client Fayette County

**AQUATIC RESOURCE IMPACT TABLE**  
 FOR PENNSYLVANIA CHAPTER 105 WATER OBSTRUCTION AND ENCROACHMENT APPLICATION / REGISTRATION

Project / Site Name: <u>Dunlap Creek Park - Lake Trail Development</u>		Date: <u>2-16-23</u>														
DEP USE ONLY	Project Information						PA DEP / 105					Enter Only If Different from DEP Impacts Army Corps Impacts:				
PADEP Permit Number	Structure Activity unique identifier	Aquatic Resource Type	Latitude dd nad83	Longitude dd nad83	Waters Name	PA Code Chapter 93 Designation	Work Proposed	DEP Impact Type		ACOE Impact Type		Watercourse Impact Top of Bank to Top of Bank	Floodway Impact Top of Bank Landward	Wetland Impact Dimensions	Watercourse Impact	Wetland Impact
								temp	perm	temp	perm	Length and Width in feet	Length and Width in feet	Length and Width in feet	Length and Width in feet	Length and Width in feet
	STR 0 TEMP	PERENNIAL	39.9269	-79.8022	UNIT TO DUNLAP CREEK LAKE	WWF	PIPE INSTALL	PERM	PERM			24 - 6	24 - 54	-	-	-

PADEP Impact Type: temporary or permanent.

Permanent Impacts are those areas affected by a water obstruction or encroachment that consist of both direct and indirect impacts that result from the placement or construction of a water obstruction or encroachment and include areas necessary for the operation and maintenance of the water obstruction or encroachment located in, along or across, or projecting into a watercourse, floodway or body of water.

Temporary Impacts are those areas affected during the construction of a water obstruction or encroachment that consists of both direct and indirect impacts located in, along or across, or projecting into a watercourse, floodway or body of water that are restored upon completion of construction. This does not include areas that will be maintained as a result of the operation and maintenance of the water obstruction or encroachment located in, along or across, or projecting into a watercourse, floodway or body of water (these are considered permanent impacts).

**SECTION F. CERTIFICATION**

I certify under penalty of law that the information provided in this permit registration is true and correct to the best of my knowledge and information and that I possess the authority to undertake the proposed action. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. (If any of the information and/or plans is found to be in error, falsified, and/or incomplete, this authorization/verification may be subject to modification, suspension, or revocation in accordance with applicable regulations.) I further certify that this project complies with all the conditions of the general permit.

*Arthur J. Cappella*

3/21/2023

Signature of Applicant / Owner

Date

Arthur J Cappella

Typed / Printed Name

Chief Community Development Specialist

Typed / Printed Title

*This General Permit shall not be effective until the owner has had their E&S Plan reviewed by the appropriate Regional Office or District and, where required, obtained an SLLA from DEP.*

**THIS ACKNOWLEDGED COPY OF THIS GENERAL PERMIT REGISTRATION PACKAGE AND THE E&S PLAN MUST BE AVAILABLE AT THE PROJECT SITE DURING CONSTRUCTION.**

**SECTION G. DECISION / DISPOSITION - COMPLETED BY DEP**

**Decision Review:**

*Jan Reinstadler*

DEP / District Reviewer Signature

GP 072600223-001

Jan Reinstadler

Reviewer's Typed / Printed Name

GP \_\_\_\_\_

**NOTE: See Aquatic Resource Impact Table for any additional authorizations.**

**Disposition Status**

**Comments**

- ACKNOWLEDGED** Date 12/7/2023
- SLLA Required  Yes Attached  No
- INCOMPLETE / DEFICIENCY** Date \_\_\_\_\_
- EXTENSION REQUEST** Date \_\_\_\_\_
- WITHDRAWN** Date \_\_\_\_\_

**NOTE: If the GP registration information is incomplete a copy of this registration form and requested additional information will be sent to the applicant. A copy of the returned registration form and additional information must be re-submitted within 60 calendar days unless extended by the extension date listed above.**

**FEDERAL AUTHORIZATION**

Non-reporting PASPGP verification / authorization attached.

Reporting – A copy of this General Permit registration package has been sent to the U.S. Army Corps of Engineers. Separate federal authorization may be required

**NOTE:** Please be advised that if the reporting box is checked you do not have Federal authorization for this project and such authorization may be required prior to starting your project. In accordance with Section 404 of the Clean Water Act, a Department of the Army authorization is required for the discharge of dredged and/or fill material into waters of the United States, including jurisdictional wetlands. Section 10 of the Rivers and Harbors Act also requires Department of the Army authorization for any work in, over, or under a navigable water of the United States. In accordance with procedures established with the U.S. Army Corps of Engineers, you will be contacted directly by the Corps regarding Federal Authorization.

## ALTERNATE EROSION AND SEDIMENT POLLUTION CONTROL PLAN

Comply with these requirements when submitting an alternate plan for accomplishing equal or better temporary and permanent erosion and sediment pollution control. Do not start work until the alternate erosion and sediment pollution control plan, schedules, and operation methods have been approved by the Department and the Department of Environmental Protection, or by the Department and the County Conservation District, as applicable.

Apply for any earth disturbance permits or permit amendments not included in the proposal documents that are required because of the nature of the contemplated construction procedures.

Prepare and furnish, with the applications, plans and documents that are required by the Department of Environmental Protection or the County Conservation District.

Provide simultaneously to the District Executive a copy of all plans and documents that affect the construction requirements.

Provide immediately to the District Executive any modifications that are made to the plans and documents that are required by the Department of Environmental Protection or the County Conservation District.

Obtain the approval of the Department and the permit from the Department of Environmental Protection prior to beginning any work when a permit is required, and the approval of the Department and the County Conservation District when a permit is not required.

Acquire areas outside of the right-of-way that are necessary for erosion and sediment pollution control. Proceed with the agreement procedure described in Section 105.14 (Borrow Areas and Waste Areas).



**pennsylvania**

DEPARTMENT OF CONSERVATION  
AND NATURAL RESOURCES

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December 30, 2021

The Honorable Dave Lohr  
Chairman  
Fayette County Commissioners  
61 East Main Street  
Uniontown, PA 15401-3514

RE: Fayette County (Fayette)  
Dunlap Creek Park- Lake Trail- Development

Dear Commissioner Lohr:

On behalf of Governor Tom Wolf, I am writing to congratulate you on a grant award in the amount of \$171,000 from the Community Conservation Partnerships Program administered by the Department of Conservation and Natural Resources (DCNR). Funding for projects comes from a variety of sources including the state Keystone Recreation, Park and Conservation Fund, Environmental Stewardship Fund, ATV and Snowmobile Management Restricted Accounts, and Pennsylvania Heritage Area Program; and the federal Land and Water Conservation Fund and Recreational Trails Program.

The Department is committed to building community conservation partnerships with local governments and nonprofit organizations to protect critical natural areas and open space, develop greenways and trails, provide quality park, recreation and conservation opportunities, and to improve the quality of life in Pennsylvania's communities.

Your DCNR grant award is a recognition of outstanding recreation and conservation work that should be shared with your community. DCNR staff will be in contact with your project coordinator to finalize the grant agreement and to provide additional information on our grant procedures.

I wish you much success in implementing this project, which will contribute to the quality of life for many Commonwealth citizens. If you have any questions, please contact DCNR's Bureau of Recreation and Conservation at 717-783-2658, or via email at [DCNR-Grants@pa.gov](mailto:DCNR-Grants@pa.gov) for assistance.

Sincerely,

Cindy Adams Dunn  
Secretary

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

BRC-PRD-27-94

**GRANT AGREEMENT  
Community Conservation Partnerships Program  
Keystone Recreation, Park and Conservation Fund**

This GRANT AGREEMENT is entered into by the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH"), acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ("DEPARTMENT"), and FAYETTE COUNTY COMMISSIONERS ("GRANTEE"). References to the DEPARTMENT include the COMMONWEALTH.

**WHEREAS,**

The Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993, P.L. 359, No. 50 (32 P.S. §§ 2011-2024) ("Act"), establishes a restricted receipt account in the State Treasury known as the Keystone Recreation, Park and Conservation Fund ("Fund"), consisting of proceeds from a portion of the realty transfer tax;

Under the Act, a portion of the money in the Fund has been allocated to the DEPARTMENT.

The Act directs the DEPARTMENT to use money it receives from the Fund to provide grants to eligible entities for the purposes stated in the Act;

The GRANTEE is an entity that is eligible for a grant under the Act; and

The GRANTEE has applied to the DEPARTMENT for a grant, the application is eligible for funding under the Act, and the application has been selected by the DEPARTMENT for funding.

**NOW THEREFORE**, in consideration of the above and intending to be legally bound, the parties agree, for themselves and their successors and assignees, as follows:

**ARTICLE I**  
**GRANT AMOUNT; PROJECT ACTIVITIES**

Subject to the availability of funds, the DEPARTMENT makes available to the GRANTEE a grant in the amount stated in Appendix A, which is attached hereto and incorporated herein, or such portion of that amount as may be required by the GRANTEE and authorized by the DEPARTMENT. The GRANTEE shall use the grant money and the match, if any, specified in Appendix A to carry out the project activities.

"Project activities" for purposes of this GRANT AGREEMENT mean activities that have been authorized by the DEPARTMENT to be performed under this GRANT AGREEMENT. Such activities include those contained in (1) the GRANTEE'S grant application as approved by the DEPARTMENT and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by the DEPARTMENT in accordance with this GRANT AGREEMENT. The GRANTEE'S grant application, the original of which is in the possession of the DEPARTMENT and a copy of which is in the possession of the GRANTEE, is incorporated herein.

**ARTICLE II**  
**EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD**

This GRANT AGREEMENT is not binding on the DEPARTMENT until it has been properly executed by all required signatories for the COMMONWEALTH. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of the DEPARTMENT. Approval of these costs by the DEPARTMENT must be in writing. If an audit is required, and the cost of the audit is incurred after the GRANT AGREEMENT period, the cost may be eligible for funding at the discretion of the DEPARTMENT. Any other cost incurred after the GRANT AGREEMENT period is not eligible for funding.

### **ARTICLE III**

#### **COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER REQUIREMENTS**

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the DEPARTMENT; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT. If the DEPARTMENT has provided a program manual, such manual, including any addenda, is incorporated herein by reference, and the GRANTEE shall comply with its provisions.

Contractor Responsibility and Offset Provisions: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Contractor Integrity Provisions: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

Nondiscrimination/Sexual Harassment Clause: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Right-to-Know Law: The GRANTEE shall comply with the provisions in Appendix E (Right-to-Know Law) as applicable.

Pennsylvania Electronic Payment Program (PEPP): The GRANTEE shall comply with the provisions in Appendix F (Pennsylvania Electronic Payment Program).

Americans With Disabilities Act: The GRANTEE shall comply with the provisions in Appendix G, which is attached hereto and incorporated herein.

Universal Accessibility Act; Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended: Universal Accessibility Act, 71 P.S. 1455.1 et seq.; Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

Federal funding: If any portion of the grant awarded to the GRANTEE is federal money, the GRANTEE, in addition to complying with the provisions of this article, shall also comply with the requirements in Appendix H attached hereto and incorporated herein.

Post-completion responsibilities: The GRANTEE'S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

## **ARTICLE IV PAYMENTS**

The DEPARTMENT will issue payments to the GRANTEE in accordance with the provisions in Appendix A.

The GRANTEE shall charge to the project account all project costs approved by the DEPARTMENT. All such costs, including services contributed by the GRANTEE or others, shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge.

Payments under this GRANT AGREEMENT will be subject to the performance of all terms and conditions of this GRANT AGREEMENT.

The DEPARTMENT may deny or adjust payment for any expenditure that is not in accordance with the terms of this GRANT AGREEMENT.

The DEPARTMENT will not be liable for any expenditure by the GRANTEE that is not for project activities or that is for costs exceeding the amount stated in this GRANT AGREEMENT.

## **ARTICLE V FISCAL DUTIES OF GRANTEE**

(a) Deposit and accounting of grant funds: The GRANTEE shall deposit any advance payments of grant funds in an account in a bank or other financial institution insured by the FDIC or FSLIC until such time as they are expended. They shall be separately identified in the GRANTEE'S accounting as funds received under this GRANT AGREEMENT.

(b) Interest: Appendix A states whether the account into which advance grant funds are deposited pursuant to (a) shall be interest-bearing or non-interest bearing. For grants in which interest bearing accounts are required, Appendix A contains provisions on the use and disposition of interest earned on grant funds.

(c) Use of grant funds: The GRANTEE shall use the grant funds and the match in the amounts stated in Appendix A, or as much of these monies as necessary, to carry out project activities.

(d) Refund of grant funds: The GRANTEE shall refund to the DEPARTMENT any overpayment of grant funds, as determined by the DEPARTMENT. Occurrences that could result in an overpayment include but are not limited to the following:

(1) The GRANTEE has unused grant funds after completing the project activities.

(2) The GRANTEE fails to carry out project activities.

(3) Grant funds were used for ineligible costs.

(4) The ratio of grant funds to match exceeds that permitted under the applicable grant legislation.

(5) The GRANT AGREEMENT is terminated pursuant to Article XIV (termination of grant agreement). If the termination is for convenience, the GRANTEE is not required to refund any funds for which the GRANTEE is eligible and which the GRANTEE is legally or contractually obligated to pay as of the date of its receipt of the written notice of termination required under Article XIV.

This provision does not limit the DEPARTMENT in exercising any other rights and remedies it may have under this GRANT AGREEMENT or under law or equity.

**ARTICLE VI  
ASSIGNMENT**

The GRANTEE may not assign this GRANT AGREEMENT without the prior written approval of the DEPARTMENT.

The GRANTEE may not assign any claim for funds due or to become due under this GRANT AGREEMENT as collateral without the prior written approval of the DEPARTMENT. If such approval is granted, both the GRANTEE and the assignee shall promptly notify the DEPARTMENT in writing of the actual assignment and the intended collateral use. Approval of an assignment does not establish any legal relationship between the DEPARTMENT and the assignee, or any other third party. The DEPARTMENT assumes no liability for any act or omission committed pursuant to such an assignment.

**ARTICLE VII  
RECORDS; AUDITS**

The GRANTEE, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records of costs, expenses and activities under this GRANT AGREEMENT. The DEPARTMENT may, at reasonable times, inspect, examine, copy and audit such records.

The records shall be maintained for three years from the date of final payment or, if an audit is subsequently performed, three years from the date of that audit. However, if such audit results in findings, the GRANTEE shall maintain all required records until the findings are resolved. The GRANTEE shall give full and free access to all such records to the DEPARTMENT.

The DEPARTMENT may perform, or require the GRANTEE to perform, a financial and/or performance audit. Any audit that the GRANTEE is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the DEPARTMENT.

**ARTICLE VIII  
FIDELITY BOND**

(a) The GRANTEE shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers, or handle or control funds, checks, securities or property. If a check-signing machine is used which is not operated under the direct supervision of the authorized signer or counter signer, the machine operator shall be bonded in the same amount as the check-signer. The bond shall be adequate to insure the security of all funds received under this GRANT AGREEMENT.

(b) The DEPARTMENT may waive the fidelity bond requirement if the GRANTEE maintains an insurance policy or self-insurance that is adequate to protect the funds received under this GRANT AGREEMENT.

**ARTICLE IX  
AMENDMENTS**

(a) Letter amendment; formal amendment: The GRANT AGREEMENT may be amended only in the following ways:

(1) Letter amendment: Any one or more of the following changes may be accomplished by means of a letter amendment: change in title of grant project, change in amount of grant funds, change in amount of the match, change in the GRANT AGREEMENT period, and change within the Project Scope in Appendix A. A letter amendment may not be used for any other type of change. A letter amendment is accomplished by means of a letter from the DEPARTMENT approving a written or electronic request or application by the GRANTEE. A letter amendment is not binding unless and until the provisions of this subparagraph are carried out. Therefore, any costs incurred by the GRANTEE prior to the performance of such provisions are incurred at the GRANTEE'S risk.

(2) Formal amendment: Any change in the GRANT AGREEMENT that is not addressed by a letter amendment shall be accomplished by a formal amendment. A formal amendment is not binding unless and until it is fully executed. Therefore, any costs incurred by the GRANTEE prior to the full execution of the amendment are incurred at the GRANTEE'S risk.

(b) Provisional extension: If the GRANTEE submits an electronic or written request for an extension of the GRANT AGREEMENT period, the GRANT AGREEMENT period will be automatically extended provisionally pending the DEPARTMENT'S decision on the request. In order for the provisional extension to occur, the request must be received by the DEPARTMENT on or before the end date of the GRANT AGREEMENT period in Appendix A.

Any costs incurred during a provisional extension of the GRANT AGREEMENT period are incurred at the GRANTEE'S risk; they will be ineligible for funding if the request for extension is subsequently denied.

If the request for extension is approved, an amendment extending the GRANT AGREEMENT period will be entered into in accordance with paragraph (a) and the extension will be retroactive to the first day of the provisional extension.

**ARTICLE X  
INDEPENDENT CONTRACTOR; SUBCONTRACTS**

Independent contractor: The rights and duties granted to and assumed by the GRANTEE under this GRANT AGREEMENT are those of an independent contractor only. Nothing contained in this GRANT AGREEMENT shall be construed to create an employment or agency relationship between the DEPARTMENT and the GRANTEE.

Subcontracts: The GRANTEE shall not subcontract with any person or entity to perform any or all of the project activities without the express written consent of the DEPARTMENT. A conflict of interest under Article XVI (conflicts of interest), as determined by the DEPARTMENT, is a ground for withholding consent.

**ARTICLE XI  
PROGRESS REPORTS; INSPECTIONS**

The GRANTEE shall furnish such progress reports as may be specified in Appendix A, or if not specified in Appendix A, as the DEPARTMENT may from time to time require. Such reports shall be in such form and contain such items as the DEPARTMENT requires.

The DEPARTMENT may make reasonable inspections and monitor the GRANTEE'S performance under this GRANT AGREEMENT.

**ARTICLE XII**  
**CLOSEOUT OF GRANT AGREEMENT**

The GRANTEE shall submit to the DEPARTMENT an application for final payment or a final report, as instructed by the DEPARTMENT, along with documentation required by the DEPARTMENT. The submission shall be made within 60 days of either completion of project activities or the end date of this GRANT AGREEMENT, whichever occurs first, or at such later time as determined by the DEPARTMENT. The application, or final report, and documentation shall be on forms or in a format as required by the DEPARTMENT and shall state whether the project activities have been completed and whether all costs have been paid.

The DEPARTMENT will determine any overpayment or underpayment amount and any additional documentation or audit that may be necessary and will provide the GRANTEE with this determination.

**ARTICLE XIII**  
**SUSPENSION OF PROJECT**

Upon written notice and at any time during the term of this GRANT AGREEMENT, the DEPARTMENT may suspend payments and/or request suspension of all or any part of the project activities. Such notice may be given if, in the opinion of the DEPARTMENT any of the following has occurred: (1) the GRANTEE has failed to submit a required report or may have violated a law or regulation or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity; (2) an inspection or audit has resulted in unsatisfactory findings; (3) an act of God, strike, disaster, or other circumstance beyond the GRANTEE'S control prevents adequate performance of project activities; (4) the GRANTEE has failed to comply with any condition of another agreement or contract with the DEPARTMENT; (5) the GRANTEE has violated any term or condition of this GRANT AGREEMENT.

During a suspension, the GRANTEE may not expend any grant funds (or interest, as applicable) and the provisions of Article V (fiscal duties of grantee) continue to apply.

The DEPARTMENT may rescind a suspension if it determines that such rescission is appropriate.

**ARTICLE XIV**  
**TERMINATION OF GRANT AGREEMENT**

Termination for cause: The DEPARTMENT may terminate this GRANT AGREEMENT by giving written notice to the GRANTEE if, in the opinion of the DEPARTMENT, any of the following has occurred: (1) for any reason the GRANTEE fails to fulfill in a timely and proper manner its obligations under this GRANT AGREEMENT; (2) for any reason the GRANTEE breaches any of the conditions of this GRANT AGREEMENT; or (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this GRANT AGREEMENT. The notice of termination will be effective upon receipt.

Termination for convenience: The DEPARTMENT may terminate this GRANT AGREEMENT at any time by giving written notice to the GRANTEE. The notice shall be sent at least 15 days before the effective date specified in the notice. The 15 -day period may be waived by mutual agreement of the GRANTEE and the DEPARTMENT.

Upon termination, all project records shall be made available if requested by the DEPARTMENT and any overpayment of grant funds and interest (as applicable) shall be refunded to the DEPARTMENT as required under Article V (fiscal duties of grantee).

Termination of this GRANT AGREEMENT under this article will not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

**ARTICLE XV  
HOLD HARMLESS**

The GRANTEE shall hold the COMMONWEALTH harmless from and indemnify the COMMONWEALTH against any and all claims, demands and actions based upon or arising out of any activities performed by the GRANTEE and its employees and agents under this GRANT AGREEMENT and shall, at the request of the COMMONWEALTH, defend any and all actions brought against the COMMONWEALTH based upon any such claims or demands.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

**ARTICLE XVI  
CONFLICTS OF INTEREST**

The GRANTEE represents that it has no direct or indirect interest that would conflict with the performance of activities under this GRANT AGREEMENT and agrees that no such interest shall be acquired. In addition, the GRANTEE agrees that it will not enter into a subcontract for the performance of project activities that creates a conflict of interest between the GRANTEE and the subcontractor. As used in this article, the terms GRANTEE and subcontractor include their directors, officers, members, agents or employees.

Grant funds may not be used to benefit, either directly pursuant to this GRANT AGREEMENT or indirectly pursuant to a subcontract or any other means, any elected state official or employee of the DEPARTMENT, any family member of such official or employee, or any entity owned or controlled by such official, employee, or family member. "Family member" means parent, spouse, child, or sibling.

**ARTICLE XVII**  
**RIGHTS IN INTELLECTUAL PROPERTY; COPYRIGHT; DISCLOSURE, USE**

(a) Work created under the Grant Agreement-license to Department: For any copyrightable work created under the GRANT AGREEMENT, the GRANTEE, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant to the DEPARTMENT, and upon creation of the work, expressly and automatically grants to the DEPARTMENT, a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute the work and to create, possess, use, display, reproduce and distribute derivative works. The grant of license to the DEPARTMENT is binding on successors and assigns of the GRANTEE and any employees, subcontractors, and other persons who create the work.

(b) Other work-license to Department: For materials, documents, and data delivered pursuant to the GRANT AGREEMENT that incorporate pre-existing intellectual property not created under the GRANT AGREEMENT, the GRANTEE grants to the DEPARTMENT a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute derivative works. The GRANTEE warrants that it has all the rights and permissions necessary to grant this license to the DEPARTMENT.

(c) Other intellectual property: For property developed under the GRANT AGREEMENT that is patentable or that can be subject to trademark or trade secret protection, the DEPARTMENT shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by federal law with respect to registration, ownership, and agreements to license, assign, or transfer rights.

(d) Proprietary rights; right of privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

(e) Disclosure and use; acknowledgment: The DEPARTMENT shall have the right to access, possess and use any information or data produced under the GRANT AGREEMENT and any information or data used in the development of the intellectual property produced under this GRANT AGREEMENT. In the disclosure, release, distribution, display, or use of any intellectual property produced under the GRANT AGREEMENT, acknowledgement of assistance shall be included in accordance with Article XVIII (acknowledgment of assistance).

(f) Effectuation and implementation of this article: For intellectual property produced under the GRANT AGREEMENT by the GRANTEE or by any employee, subcontractor, or other person, the GRANTEE is responsible for the implementation and effectuation of this article.

(g) Definition of "intellectual property": The term "intellectual property" means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes any data or information.

(h) Post-completion responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this GRANT AGREEMENT continue beyond the grant agreement period.

**ARTICLE XVIII**  
**ACKNOWLEDGEMENT OF ASSISTANCE**

Sign: The GRANTEE shall erect and maintain on the project site a permanent sign acknowledging assistance from the DEPARTMENT. The sign will state that the project is a site provided by the GRANTEE with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Publication: Any product of the grant, including a publication, will include a statement that it was produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the grant agreement period.

**ARTICLE XIX  
MAINTENANCE AND OPEN USE RESPONSIBILITIES**

The GRANTEE shall insure that, throughout its useful life, the site is (1) maintained properly and in accordance with applicable state and local requirements, (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions and to encourage public use, and (3) kept open and accessible to the public at reasonable hours and times of the year consistent with the nature and intended use of the site.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XX  
NONDISCRIMINATION REGARDING ACCESS/RESIDENCY**

The GRANTEE shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age, or sex.

The GRANTEE shall not discriminate in making the site, as well as reservation, membership, or permit systems for use of the site, available to all persons, except as to fees. Reasonable differences in admission, user or other fees are permitted on the basis of residency if the GRANTEE is a municipality, or on the basis of membership or other specific relationship with the GRANTEE if the GRANTEE is other than a municipality. Specifically, fees charged to non-residents or non-members for access to or use of the site may not exceed twice that charged to residents or members. Where no fee is charged for residents or members but a fee is charged to non-residents or non-members, the fee may not exceed that charged at comparable sites or facilities.

The GRANTEE shall not discriminate in making any publications, databases, software, or other products or services developed under this GRANT AGREEMENT available to the public. Specifically, prices or fees charged to non-residents or non-members may not exceed fair market value.

The term "municipality" means any county, city, borough, incorporated town, township, home rule municipality or any official agency created by the foregoing units of government under the laws of the COMMONWEALTH.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XXI**  
**OWNERSHIP AND CONTROL; NON-CONVERSION OF USE**

Ownership and control: Ownership, control, or interest in the site shall not be transferred from or by the GRANTEE without prior written approval of the DEPARTMENT. If the DEPARTMENT attaches conditions to its approval, they shall be complied with by the GRANTEE.

Non-conversion: The site shall not be converted to any use or purposes other than for project activities as defined in Article I (grant amount; project activities) without prior written approval of the DEPARTMENT. If the project activities under this GRANT AGREEMENT include the development of a plan for the site, the site shall not be converted to any uses or purposes that are inconsistent with the authorizing legislation under which the DEPARTMENT awarded this grant.

Real property: For any real property or interest in real property acquired pursuant to this GRANT AGREEMENT or donated as a match for the grant, the instrument of conveyance, such as the deed, easement agreement, or declaration of taking, shall include the language specified in Appendix A and shall be promptly recorded in the recorder of deeds office of the applicable county or counties.

Definition of "site": The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Continuing responsibility: The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

Remedy: If a provision of this article is violated, the GRANTEE shall do one or both of the following as may be determined and required by the DEPARTMENT: (1) repay to the DEPARTMENT the amount paid under this GRANT AGREEMENT plus 10% annual interest compounded four times annually from the date(s) the grant payment(s) were received until repayment is completed; and (2) replace the disposed or converted property with other property that is determined by the DEPARTMENT to be equivalent to the original property.

**ARTICLE XXII**  
**REMEDIES**

For violations by the GRANTEE of any provisions of this GRANT AGREEMENT other than those in Article XXI (ownership and control; non-conversion of use), the GRANTEE shall do the following as directed by the DEPARTMENT: (1) take corrective action at the sole expense of the GRANTEE, or (2) refund money paid by the DEPARTMENT under this GRANT AGREEMENT. The money to be refunded shall not include any funds for which the DEPARTMENT determines the GRANTEE is eligible under this GRANT AGREEMENT.

The exercise of any remedy specified in this GRANT AGREEMENT does not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

No delay, discontinuance, failure, or abandonment by the DEPARTMENT in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall preclude or otherwise affect any of the DEPARTMENT'S rights or powers of enforcement. The rights and powers of the DEPARTMENT are cumulative and concurrent.

All rights and remedies of the DEPARTMENT at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this GRANT AGREEMENT, whether for breach or in accordance with its terms.

**ARTICLE XXIII  
LOCAL PROJECT COORDINATOR**

The GRANTEE shall designate a local project coordinator who will be the authorized representative of the GRANTEE to deal with the DEPARTMENT in all matters relating to the GRANT AGREEMENT and the grant project. The local project coordinator will be the person identified in the grant application submitted by the GRANTEE unless changed by written notification from the GRANTEE.

**ARTICLE XXIV  
SEVERABILITY**

If any portion of this GRANT AGREEMENT is rendered void, invalid or unenforceable by any court of law, such a determination will not render void, invalid or unenforceable any other portion of this GRANT AGREEMENT.

**ARTICLE XXV  
CONSTRUCTION**

This GRANT AGREEMENT will be interpreted under the laws of the COMMONWEALTH, or under federal law where applicable. All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

**ARTICLE XXVI  
ENTIRE AGREEMENT; NO RIGHTS IN THIRD PARTIES**

Subject to the provisions in Article III (compliance with applicable statutes, regulations and other requirements) and Article IX (amendments), this GRANT AGREEMENT constitutes the complete agreement of the parties.

No provision of this GRANT AGREEMENT may be construed to create rights in third parties not party to this GRANT AGREEMENT. This GRANT AGREEMENT defines specific duties and responsibilities between the DEPARTMENT and the GRANTEE and will not provide any basis for claims of any other individual or entity.

**ARTICLE XXVII  
SPECIAL CONDITIONS**

This article is normally left blank. However, if the project requires any special language to cover a specific/special condition, it is included in this article.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF RECREATION AND CONSERVATION

COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM

GRANTEE/PROJECT LOCATION (COUNTY): M.E. NO./WEB ID: 2002376
FAYETTE COUNTY COMMISSIONERS AGREEMENT NO.: BRC-PRD-27-94
Fayette County

PROJECT TYPE/TITLE: FUNDING SOURCE:
Community Program - Park Rehabilitation and Development Keystone Recreation, Park and Conservation Fund
Dunlap Creek Park- Lake Trail- Development

PROJECT SCOPE:
Further development of Dunlap Creek Park, Menallen Township, Fayette County. Work to include construction of internal loop trail; ADA access, landscaping, project sign and other related site improvements.

Professional fees may also be included as part of this project.

GRANT AGREEMENT PERIOD:
Beginning Date: 1/1/2022 Ending Date: 12/31/2025

Table with 4 columns: Grant Amount(s), Local Match(es) for, and Total Grant Amount/Total Local Match. Rows include Keystone Recreation, Park and Conservation Fund and Total Grant Amount/Total Local Match.

TOTAL PROJECT COST: \$342,000.00

## APPENDIX A

### **Payment** (referenced in Article IV of grant agreement)

Upon receipt of a written request from the GRANTEE, the DEPARTMENT may issue an advance payment to the GRANTEE. The advance payment will not exceed 25% of the approved grant amount.

Subsequent payments will be made to coincide, to the extent feasible, with the expenditure of cash by the GRANTEE. The GRANTEE must request such payments in writing based on the GRANTEE'S estimate of funds needed to meet current disbursements. The DEPARTMENT may set a minimum payment amount for each request for payment. The DEPARTMENT will withhold a percentage of grant funds for final payment in accordance with the paragraph below.

The DEPARTMENT will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been inspected and approved by the DEPARTMENT; the GRANTEE has submitted the final payment application and documentation required by the DEPARTMENT under Article XII (closeout of grant agreement); and the DEPARTMENT has approved such application and documentation.

### **Interest** (referenced in Article V (b) of grant agreement)

Grant funds shall be deposited pursuant to Article V (a) in an interest-bearing account and maintained in the account until expended. The following provisions apply regarding interest:

- (1) Interest shall be maintained and separately identified in the account until used or paid to the DEPARTMENT in accordance with (2), (3), or (4) below. Interest earned and interest expended shall be reported as part of the closeout documentation required under Article XII (closeout of grant agreement).
- (2) Subject to the approval of the DEPARTMENT, the GRANTEE may use interest to carry out project activities.
- (3) Interest not used for project activities shall be paid to the DEPARTMENT.
- (4) If grant funds are required to be refunded to the DEPARTMENT under Article V (d), XIV, or XXII, interest shall also be paid. The amount of interest will be the amount actually earned or, as determined by the DEPARTMENT, the amount that would have been earned if the grant funds had been maintained in an interest-bearing account as required above.

### **Acknowledgement of assistance** (referenced in Article XVIII of grant agreement)

The sign, publication, or other product of the grant will acknowledge financial assistance from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, and will identify the type of grant that was the source of funding as the Keystone Recreation, Park and Conservation Fund.

**Ownership and control, non-conversion of use** (referenced in Article XXI of grant agreement)

For a fee simple interest in real property acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the declaration of taking or deed will include the following restriction:

[This provision revised 11/15/2010.] This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

For an easement acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the instrument of conveyance will include the following restriction:

[This provision revised 11/15/2010.] This conservation easement was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") under the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This easement is a conservation servitude over the property in perpetuity and as such is binding on all current and subsequent easement holders and their personal representatives, successors and assigns. The Department and its successors have the following rights with respect to this easement: a) the right to compel transfer of Holder's rights and duties under this easement to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area; b) a right of prior approval of any amendment of this easement to determine whether the amendment permits uses of the State Program Area not permitted under the State Program or permits uses of other portions of the Property in a manner that would materially adversely affect the State Program Area; c) a right of prior approval of any transfer of Holder's rights and duties under this easement with respect to the State Program Area; and d) the right to exercise the Holder's rights and duties under this easement if Holder fails to uphold and enforce the provisions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area.

**APPENDIX B**  
**CONTRACTOR RESPONSIBILITY AND OFFSET PROVISIONS**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**Contractor Responsibility Provisions**

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

**Offset Provision**

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

Based on Management Directive 215.09 amended (12/1/2020)

**APPENDIX C**  
**CONTRACTOR INTEGRITY PROVISIONS**

**For the purpose of these provisions, the term Contractor is defined to include GRANTEE and the term Contract is defined to include GRANT AGREEMENT.**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. **"Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

From Management Directive 215.8 amended (1/14/15)

APPENDIX D  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
  - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
  - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near

where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
6. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

**APPENDIX E**  
**RIGHT-TO-KNOW LAW**

1. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
2. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - a. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - b. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
4. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
5. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
6. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
7. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

8. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

9. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

Approved by OGC, OAG, Feb. 2010: RTKL, 8-K-1580

## **APPENDIX F AUTOMATED CLEARING HOUSE (ACH) PAYMENTS**

1. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-Remittance.aspx>.

2. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.

3. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

From Management Directive 310.40 Amended, 7/16/2021

## **APPENDIX G PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

1. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the GRANTEE understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this GRANT AGREEMENT or from activities provided for under this GRANT AGREEMENT. As a condition of accepting and executing this GRANT AGREEMENT, the GRANTEE agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the COMMONWEALTH through contracts with outside contractors.

2. The GRANTEE shall be responsible for and agrees to indemnify and hold harmless the DEPARTMENT from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the DEPARTMENT as a result of the GRANTEE'S failure to comply with the provisions of paragraph 1.

From Management Directive 215.12 amended (10/14/11)

## **APPENDIX H FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT PROVISIONS**

This grant includes no federal funding; Appendix H contains no provisions.





## Contract eSignature Page

The following authorized representatives do hereby acknowledge and enter into the agreement as described:

Contract Number: BRC-PRD-27-94

Project Title: Dunlap Creek Park- Lake Trail- Development

### Authorized Parties:

Electronically Signed by Dave Lohr

\_\_\_\_\_  
Authorized Representative, Contracting Organization

04/14/2021

\_\_\_\_\_  
Date

Electronically Signed by Thomas Ford

\_\_\_\_\_  
Bureau Director, Commonwealth of Pennsylvania

01/19/2022

\_\_\_\_\_  
Date

### Approved as to the Legality and Form:

Electronically Signed by Robert Pawlinski on behalf of Audrey Miner

\_\_\_\_\_  
Office of Chief Counsel

03/12/2022

\_\_\_\_\_  
Date

### Approved as to the Availability of Funds:

Electronically Signed by Qunsheng Luo

\_\_\_\_\_  
PP&R Comptroller's Office

03/16/2022

\_\_\_\_\_  
Date



**pennsylvania**

DEPARTMENT OF CONSERVATION  
AND NATURAL RESOURCES

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October 05, 2023

The Honorable Dave Lohr  
Chairman  
Fayette County Commissioners  
61 East Main Street  
Uniontown, PA 15401-3514

RE: Fayette County (Fayette)  
Dunlap Creek Park- Phase 2- Development

Dear Commissioner Lohr:

On behalf of Governor Josh Shapiro, I am writing to congratulate you on a grant award in the amount of \$200,000 from the Community Conservation Partnerships Program administered by the Department of Conservation and Natural Resources (DCNR). Funding for projects comes from a variety of sources including the state Keystone Recreation, Park and Conservation Fund, Environmental Stewardship Fund, ATV and Snowmobile Management Restricted Accounts, and Pennsylvania Heritage Area Program; and the federal Land and Water Conservation Fund and Recreational Trails Program.

The Department is committed to building community conservation partnerships with local governments and nonprofit organizations to protect critical natural areas and open space, develop greenways and trails, provide quality park, recreation and conservation opportunities, and to improve the quality of life in Pennsylvania's communities.

Your DCNR grant award is a recognition of outstanding recreation and conservation work that should be shared with your community. DCNR staff will be in contact with your project coordinator to finalize the grant agreement and to provide additional information on our grant procedures.

I wish you much success in implementing this project, which will contribute to the quality of life for many Commonwealth citizens. If you have any questions, please contact DCNR's Bureau of Recreation and Conservation at 717-783-2658, or via email at [DCNR-Grants@pa.gov](mailto:DCNR-Grants@pa.gov) for assistance.

Sincerely,

Cindy Adams Dunn  
Secretary

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

BRC-PRD-29-85

**GRANT AGREEMENT  
Community Conservation Partnerships Program  
Keystone Recreation, Park and Conservation Fund**

This GRANT AGREEMENT is entered into by the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH"), acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ("DEPARTMENT"), and FAYETTE COUNTY COMMISSIONERS ("GRANTEE"). References to the DEPARTMENT include the COMMONWEALTH.

**WHEREAS,**

The Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993, P.L. 359, No. 50 (32 P.S. §§ 2011-2024) ("Act"), establishes a restricted receipt account in the State Treasury known as the Keystone Recreation, Park and Conservation Fund ("Fund"), consisting of proceeds from a portion of the realty transfer tax;

Under the Act, a portion of the money in the Fund has been allocated to the DEPARTMENT.

The Act directs the DEPARTMENT to use money it receives from the Fund to provide grants to eligible entities for the purposes stated in the Act;

The GRANTEE is an entity that is eligible for a grant under the Act; and

The GRANTEE has applied to the DEPARTMENT for a grant, the application is eligible for funding under the Act, and the application has been selected by the DEPARTMENT for funding.

**NOW THEREFORE**, in consideration of the above and intending to be legally bound, the parties agree, for themselves and their successors and assignees, as follows:

**ARTICLE I**  
**GRANT AMOUNT; PROJECT ACTIVITIES**

Subject to the availability of funds, the DEPARTMENT makes available to the GRANTEE a grant in the amount stated in Appendix A, which is attached hereto and incorporated herein, or such portion of that amount as may be required by the GRANTEE and authorized by the DEPARTMENT. The GRANTEE shall use the grant money and the match, if any, specified in Appendix A to carry out the project activities.

"Project activities" for purposes of this GRANT AGREEMENT mean activities that have been authorized by the DEPARTMENT to be performed under this GRANT AGREEMENT. Such activities include those contained in (1) the GRANTEE'S grant application as approved by the DEPARTMENT and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by the DEPARTMENT in accordance with this GRANT AGREEMENT. The GRANTEE'S grant application, the original of which is in the possession of the DEPARTMENT and a copy of which is in the possession of the GRANTEE, is incorporated herein.

**ARTICLE II**  
**EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD**

This GRANT AGREEMENT is not binding on the DEPARTMENT until it has been properly executed by all required signatories for the COMMONWEALTH. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of the DEPARTMENT. Approval of these costs by the DEPARTMENT must be in writing. If an audit is required, and the cost of the audit is incurred after the GRANT AGREEMENT period, the cost may be eligible for funding at the discretion of the DEPARTMENT. Any other cost incurred after the GRANT AGREEMENT period is not eligible for funding.

### **ARTICLE III**

#### **COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER REQUIREMENTS**

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the DEPARTMENT; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT. If the DEPARTMENT has provided a program manual, such manual, including any addenda, is incorporated herein by reference, and the GRANTEE shall comply with its provisions.

Contractor Responsibility and Offset Provisions: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Contractor Integrity Provisions: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

Nondiscrimination/Sexual Harassment Clause: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Right-to-Know Law: The GRANTEE shall comply with the provisions in Appendix E (Right-to-Know Law) as applicable.

Automated Clearing House (ACH) Payments: The GRANTEE shall comply with the provisions in the Appendix F (Automated Clearing House (ACH) Payments).

Americans With Disabilities Act: The GRANTEE shall comply with the provisions in Appendix G, which is attached hereto and incorporated herein.

Universal Accessibility Act; Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended: Universal Accessibility Act, 71 P.S. 1455.1 et seq.; Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

Federal funding: If any portion of the grant awarded to the GRANTEE is federal money, the GRANTEE, in addition to complying with the provisions of this article, shall also comply with the requirements in Appendix H attached hereto and incorporated herein.

Post-completion responsibilities: The GRANTEE'S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

## **ARTICLE IV PAYMENTS**

The DEPARTMENT will issue payments to the GRANTEE in accordance with the provisions in Appendix A.

The GRANTEE shall charge to the project account all project costs approved by the DEPARTMENT. All such costs, including services contributed by the GRANTEE or others, shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge.

Payments under this GRANT AGREEMENT will be subject to the performance of all terms and conditions of this GRANT AGREEMENT.

The DEPARTMENT may deny or adjust payment for any expenditure that is not in accordance with the terms of this GRANT AGREEMENT.

The DEPARTMENT will not be liable for any expenditure by the GRANTEE that is not for project activities or that is for costs exceeding the amount stated in this GRANT AGREEMENT.

## **ARTICLE V FISCAL DUTIES OF GRANTEE**

(a) Deposit and accounting of grant funds: The GRANTEE shall deposit any advance payments of grant funds in an account in a bank or other financial institution insured by the FDIC or FSLIC until such time as they are expended. They shall be separately identified in the GRANTEE'S accounting as funds received under this GRANT AGREEMENT.

(b) Interest: Appendix A states whether the account into which advance grant funds are deposited pursuant to (a) shall be interest-bearing or non-interest bearing. For grants in which interest bearing accounts are required, Appendix A contains provisions on the use and disposition of interest earned on grant funds.

(c) Use of grant funds: The GRANTEE shall use the grant funds and the match in the amounts stated in Appendix A, or as much of these monies as necessary, to carry out project activities.

(d) Refund of grant funds: The GRANTEE shall refund to the DEPARTMENT any overpayment of grant funds, as determined by the DEPARTMENT. Occurrences that could result in an overpayment include but are not limited to the following:

(1) The GRANTEE has unused grant funds after completing the project activities.

(2) The GRANTEE fails to carry out project activities.

(3) Grant funds were used for ineligible costs.

(4) The ratio of grant funds to match exceeds that permitted under the applicable grant legislation.

(5) The GRANT AGREEMENT is terminated pursuant to Article XIV (termination of grant agreement). If the termination is for convenience, the GRANTEE is not required to refund any funds for which the GRANTEE is eligible and which the GRANTEE is legally or contractually obligated to pay as of the date of its receipt of the written notice of termination required under Article XIV.

This provision does not limit the DEPARTMENT in exercising any other rights and remedies it may have under this GRANT AGREEMENT or under law or equity.

**ARTICLE VI  
ASSIGNMENT**

The GRANTEE may not assign this GRANT AGREEMENT without the prior written approval of the DEPARTMENT.

The GRANTEE may not assign any claim for funds due or to become due under this GRANT AGREEMENT as collateral without the prior written approval of the DEPARTMENT. If such approval is granted, both the GRANTEE and the assignee shall promptly notify the DEPARTMENT in writing of the actual assignment and the intended collateral use. Approval of an assignment does not establish any legal relationship between the DEPARTMENT and the assignee, or any other third party. The DEPARTMENT assumes no liability for any act or omission committed pursuant to such an assignment.

**ARTICLE VII  
RECORDS; AUDITS**

The GRANTEE, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records of costs, expenses and activities under this GRANT AGREEMENT. The DEPARTMENT may, at reasonable times, inspect, examine, copy and audit such records.

The records shall be maintained for three years from the date of final payment or, if an audit is subsequently performed, three years from the date of that audit. However, if such audit results in findings, the GRANTEE shall maintain all required records until the findings are resolved. The GRANTEE shall give full and free access to all such records to the DEPARTMENT.

The DEPARTMENT may perform, or require the GRANTEE to perform, a financial and/or performance audit. Any audit that the GRANTEE is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the DEPARTMENT.

**ARTICLE VIII  
FIDELITY BOND**

(a) The GRANTEE shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers, or handle or control funds, checks, securities or property. If a check-signing machine is used which is not operated under the direct supervision of the authorized signer or counter signer, the machine operator shall be bonded in the same amount as the check-signer. The bond shall be adequate to insure the security of all funds received under this GRANT AGREEMENT.

(b) The DEPARTMENT may waive the fidelity bond requirement if the GRANTEE maintains an insurance policy or self-insurance that is adequate to protect the funds received under this GRANT AGREEMENT.

**ARTICLE IX  
AMENDMENTS**

(a) Letter amendment; formal amendment: The GRANT AGREEMENT may be amended only in the following ways:

(1) Letter amendment: Any one or more of the following changes may be accomplished by means of a letter amendment: change in title of grant project, change in amount of grant funds, change in amount of the match, change in the GRANT AGREEMENT period, and change within the Project Scope in Appendix A. A letter amendment may not be used for any other type of change. A letter amendment is accomplished by means of a letter from the DEPARTMENT approving a written or electronic request or application by the GRANTEE. A letter amendment is not binding unless and until the provisions of this subparagraph are carried out. Therefore, any costs incurred by the GRANTEE prior to the performance of such provisions are incurred at the GRANTEE'S risk.

(2) Formal amendment: Any change in the GRANT AGREEMENT that is not addressed by a letter amendment shall be accomplished by a formal amendment. A formal amendment is not binding unless and until it is fully executed. Therefore, any costs incurred by the GRANTEE prior to the full execution of the amendment are incurred at the GRANTEE'S risk.

(b) Provisional extension: If the GRANTEE submits an electronic or written request for an extension of the GRANT AGREEMENT period, the GRANT AGREEMENT period will be automatically extended provisionally pending the DEPARTMENT'S decision on the request. In order for the provisional extension to occur, the request must be received by the DEPARTMENT on or before the end date of the GRANT AGREEMENT period in Appendix A.

Any costs incurred during a provisional extension of the GRANT AGREEMENT period are incurred at the GRANTEE'S risk; they will be ineligible for funding if the request for extension is subsequently denied.

If the request for extension is approved, an amendment extending the GRANT AGREEMENT period will be entered into in accordance with paragraph (a) and the extension will be retroactive to the first day of the provisional extension.

**ARTICLE X  
INDEPENDENT CONTRACTOR; SUBCONTRACTS**

Independent contractor: The rights and duties granted to and assumed by the GRANTEE under this GRANT AGREEMENT are those of an independent contractor only. Nothing contained in this GRANT AGREEMENT shall be construed to create an employment or agency relationship between the DEPARTMENT and the GRANTEE.

Subcontracts: The GRANTEE shall not subcontract with any person or entity to perform any or all of the project activities without the express written consent of the DEPARTMENT. A conflict of interest under Article XVI (conflicts of interest), as determined by the DEPARTMENT, is a ground for withholding consent.

**ARTICLE XI  
PROGRESS REPORTS; INSPECTIONS**

The GRANTEE shall furnish such progress reports as may be specified in Appendix A, or if not specified in Appendix A, as the DEPARTMENT may from time to time require. Such reports shall be in such form and contain such items as the DEPARTMENT requires.

The DEPARTMENT may make reasonable inspections and monitor the GRANTEE'S performance under this GRANT AGREEMENT.

**ARTICLE XII**  
**CLOSEOUT OF GRANT AGREEMENT**

The GRANTEE shall submit to the DEPARTMENT an application for final payment or a final report, as instructed by the DEPARTMENT, along with documentation required by the DEPARTMENT. The submission shall be made within 60 days of either completion of project activities or the end date of this GRANT AGREEMENT, whichever occurs first, or at such later time as determined by the DEPARTMENT. The application, or final report, and documentation shall be on forms or in a format as required by the DEPARTMENT and shall state whether the project activities have been completed and whether all costs have been paid.

The DEPARTMENT will determine any overpayment or underpayment amount and any additional documentation or audit that may be necessary and will provide the GRANTEE with this determination.

**ARTICLE XIII**  
**SUSPENSION OF PROJECT**

Upon written notice and at any time during the term of this GRANT AGREEMENT, the DEPARTMENT may suspend payments and/or request suspension of all or any part of the project activities. Such notice may be given if, in the opinion of the DEPARTMENT any of the following has occurred: (1) the GRANTEE has failed to submit a required report or may have violated a law or regulation or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity; (2) an inspection or audit has resulted in unsatisfactory findings; (3) an act of God, strike, disaster, or other circumstance beyond the GRANTEE'S control prevents adequate performance of project activities; (4) the GRANTEE has failed to comply with any condition of another agreement or contract with the DEPARTMENT; (5) the GRANTEE has violated any term or condition of this GRANT AGREEMENT.

During a suspension, the GRANTEE may not expend any grant funds (or interest, as applicable) and the provisions of Article V (fiscal duties of grantee) continue to apply.

The DEPARTMENT may rescind a suspension if it determines that such rescission is appropriate.

**ARTICLE XIV**  
**TERMINATION OF GRANT AGREEMENT**

Termination for cause: The DEPARTMENT may terminate this GRANT AGREEMENT by giving written notice to the GRANTEE if, in the opinion of the DEPARTMENT, any of the following has occurred: (1) for any reason the GRANTEE fails to fulfill in a timely and proper manner its obligations under this GRANT AGREEMENT; (2) for any reason the GRANTEE breaches any of the conditions of this GRANT AGREEMENT; or (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this GRANT AGREEMENT. The notice of termination will be effective upon receipt.

Termination for convenience: The DEPARTMENT may terminate this GRANT AGREEMENT at any time by giving written notice to the GRANTEE. The notice shall be sent at least 15 days before the effective date specified in the notice. The 15-day period may be waived by mutual agreement of the GRANTEE and the DEPARTMENT.

Upon termination, all project records shall be made available if requested by the DEPARTMENT and any overpayment of grant funds and interest (as applicable) shall be refunded to the DEPARTMENT as required under Article V (fiscal duties of grantee).

Termination of this GRANT AGREEMENT under this article will not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

**ARTICLE XV  
HOLD HARMLESS**

The GRANTEE shall hold the COMMONWEALTH harmless from and indemnify the COMMONWEALTH against any and all claims, demands and actions based upon or arising out of any activities performed by the GRANTEE and its employees and agents under this GRANT AGREEMENT and shall, at the request of the COMMONWEALTH, defend any and all actions brought against the COMMONWEALTH based upon any such claims or demands.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

**ARTICLE XVI  
CONFLICTS OF INTEREST**

The GRANTEE represents that it has no direct or indirect interest that would conflict with the performance of activities under this GRANT AGREEMENT and agrees that no such interest shall be acquired. In addition, the GRANTEE agrees that it will not enter into a subcontract for the performance of project activities that creates a conflict of interest between the GRANTEE and the subcontractor. As used in this article, the terms GRANTEE and subcontractor include their directors, officers, members, agents or employees.

Grant funds may not be used to benefit, either directly pursuant to this GRANT AGREEMENT or indirectly pursuant to a subcontract or any other means, any elected state official or employee of the DEPARTMENT, any family member of such official or employee, or any entity owned or controlled by such official, employee, or family member. "Family member" means parent, spouse, child, or sibling.

**ARTICLE XVII**  
**RIGHTS IN INTELLECTUAL PROPERTY; COPYRIGHT; DISCLOSURE, USE**

(a) Work created under the Grant Agreement-license to Department: For any copyrightable work created under the GRANT AGREEMENT, the GRANTEE, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant to the DEPARTMENT, and upon creation of the work, expressly and automatically grants to the DEPARTMENT, a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute the work and to create, possess, use, display, reproduce and distribute derivative works. The grant of license to the DEPARTMENT is binding on successors and assigns of the GRANTEE and any employees, subcontractors, and other persons who create the work.

(b) Other work-license to Department: For materials, documents, and data delivered pursuant to the GRANT AGREEMENT that incorporate pre-existing intellectual property not created under the GRANT AGREEMENT, the GRANTEE grants to the DEPARTMENT a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute derivative works. The GRANTEE warrants that it has all the rights and permissions necessary to grant this license to the DEPARTMENT.

(c) Other intellectual property: For property developed under the GRANT AGREEMENT that is patentable or that can be subject to trademark or trade secret protection, the DEPARTMENT shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by federal law with respect to registration, ownership, and agreements to license, assign, or transfer rights.

(d) Proprietary rights; right of privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

(e) Disclosure and use; acknowledgment: The DEPARTMENT shall have the right to access, possess and use any information or data produced under the GRANT AGREEMENT and any information or data used in the development of the intellectual property produced under this GRANT AGREEMENT. In the disclosure, release, distribution, display, or use of any intellectual property produced under the GRANT AGREEMENT, acknowledgement of assistance shall be included in accordance with Article XVIII (acknowledgment of assistance).

(f) Effectuation and implementation of this article: For intellectual property produced under the GRANT AGREEMENT by the GRANTEE or by any employee, subcontractor, or other person, the GRANTEE is responsible for the implementation and effectuation of this article.

(g) Definition of "intellectual property": The term "intellectual property" means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes any data or information.

(h) Post-completion responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this GRANT AGREEMENT continue beyond the grant agreement period.

**ARTICLE XVIII**  
**ACKNOWLEDGEMENT OF ASSISTANCE**

Sign: The GRANTEE shall erect and maintain on the project site a permanent sign acknowledging assistance from the DEPARTMENT. The sign will state that the project is a site provided by the GRANTEE with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Publication: Any product of the grant, including a publication, will include a statement that it was produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the grant agreement period.

**ARTICLE XIX**  
**MAINTENANCE AND OPEN USE RESPONSIBILITIES**

The GRANTEE shall insure that, throughout its useful life, the site is (1) maintained properly and in accordance with applicable state and local requirements, (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions and to encourage public use, and (3) kept open and accessible to the public at reasonable hours and times of the year consistent with the nature and intended use of the site.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XX**  
**NONDISCRIMINATION REGARDING ACCESS/RESIDENCY**

The GRANTEE shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age, or sex.

The GRANTEE shall not discriminate in making the site, as well as reservation, membership, or permit systems for use of the site, available to all persons, except as to fees. Reasonable differences in admission, user or other fees are permitted on the basis of residency if the GRANTEE is a municipality, or on the basis of membership or other specific relationship with the GRANTEE if the GRANTEE is other than a municipality. Specifically, fees charged to non-residents or non-members for access to or use of the site may not exceed twice that charged to residents or members. Where no fee is charged for residents or members but a fee is charged to non-residents or non-members, the fee may not exceed that charged at comparable sites or facilities.

The GRANTEE shall not discriminate in making any publications, databases, software, or other products or services developed under this GRANT AGREEMENT available to the public. Specifically, prices or fees charged to non-residents or non-members may not exceed fair market value.

The term "municipality" means any county, city, borough, incorporated town, township, home rule municipality or any official agency created by the foregoing units of government under the laws of the COMMONWEALTH.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XXI  
OWNERSHIP AND CONTROL; NON-CONVERSION OF USE**

Ownership and control: Ownership, control, or interest in the site shall not be transferred from or by the GRANTEE without prior written approval of the DEPARTMENT. If the DEPARTMENT attaches conditions to its approval, they shall be complied with by the GRANTEE.

Non-conversion: The site shall not be converted to any use or purposes other than for project activities as defined in Article I (grant amount; project activities) without prior written approval of the DEPARTMENT. If the project activities under this GRANT AGREEMENT include the development of a plan for the site, the site shall not be converted to any uses or purposes that are inconsistent with the authorizing legislation under which the DEPARTMENT awarded this grant.

Real property: For any real property or interest in real property acquired pursuant to this GRANT AGREEMENT or donated as a match for the grant, the instrument of conveyance, such as the deed, easement agreement, or declaration of taking, shall include the language specified in Appendix A and shall be promptly recorded in the recorder of deeds office of the applicable county or counties.

Definition of "site": The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Continuing responsibility: The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

Remedy: If a provision of this article is violated, the GRANTEE shall do one or both of the following as may be determined and required by the DEPARTMENT: (1) repay to the DEPARTMENT the amount paid under this GRANT AGREEMENT plus 10% annual interest compounded four times annually from the date(s) the grant payment(s) were received until repayment is completed; and (2) replace the disposed or converted property with other property that is determined by the DEPARTMENT to be equivalent to the original property.

**ARTICLE XXII  
REMEDIES**

For violations by the GRANTEE of any provisions of this GRANT AGREEMENT other than those in Article XXI (ownership and control; non-conversion of use), the GRANTEE shall do the following as directed by the DEPARTMENT: (1) take corrective action at the sole expense of the GRANTEE, or (2) refund money paid by the DEPARTMENT under this GRANT AGREEMENT. The money to be refunded shall not include any funds for which the DEPARTMENT determines the GRANTEE is eligible under this GRANT AGREEMENT.

The exercise of any remedy specified in this GRANT AGREEMENT does not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

No delay, discontinuance, failure, or abandonment by the DEPARTMENT in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall preclude or otherwise affect any of the DEPARTMENT'S rights or powers of enforcement. The rights and powers of the DEPARTMENT are cumulative and concurrent.

All rights and remedies of the DEPARTMENT at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this GRANT AGREEMENT, whether for breach or in accordance with its terms.

**ARTICLE XXIII  
LOCAL PROJECT COORDINATOR**

The GRANTEE shall designate a local project coordinator who will be the authorized representative of the GRANTEE to deal with the DEPARTMENT in all matters relating to the GRANT AGREEMENT and the grant project. The local project coordinator will be the person identified in the grant application submitted by the GRANTEE unless changed by written notification from the GRANTEE.

**ARTICLE XXIV  
SEVERABILITY**

If any portion of this GRANT AGREEMENT is rendered void, invalid or unenforceable by any court of law, such a determination will not render void, invalid or unenforceable any other portion of this GRANT AGREEMENT.

**ARTICLE XXV  
CONSTRUCTION**

This GRANT AGREEMENT will be interpreted under the laws of the COMMONWEALTH, or under federal law where applicable. All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

**ARTICLE XXVI  
ENTIRE AGREEMENT; NO RIGHTS IN THIRD PARTIES**

Subject to the provisions in Article III (compliance with applicable statutes, regulations and other requirements) and Article IX (amendments), this GRANT AGREEMENT constitutes the complete agreement of the parties.

No provision of this GRANT AGREEMENT may be construed to create rights in third parties not party to this GRANT AGREEMENT. This GRANT AGREEMENT defines specific duties and responsibilities between the DEPARTMENT and the GRANTEE and will not provide any basis for claims of any other individual or entity.

**ARTICLE XXVII  
SPECIAL CONDITIONS**

This article is normally left blank. However, if the project requires any special language to cover a specific/special condition, it is included in this article.



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF RECREATION AND CONSERVATION

COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM

GRANTEE/PROJECT LOCATION (COUNTY):
FAYETTE COUNTY COMMISSIONERS
Fayette County

M.E. NO./WEB ID: 2006735
AGREEMENT NO.: BRC-PRD-29-85

PROJECT TYPE/TITLE:

FUNDING SOURCE:

Community Program - Park Rehabilitation and Development
Dunlap Creek Park- Phase 2- Development

Keystone Recreation, Park and Conservation Fund

PROJECT SCOPE:

Further development of Dunlap Creek Park in Menallen Township, Fayette County. Work to include construction of internal loop trail; ADA access, landscaping, project sign and other related site improvements.

Professional fees may also be included as part of this project.

GRANT AGREEMENT PERIOD:

Beginning Date: 1/1/2024

Ending Date: 12/31/2027

PROJECT BUDGET:

Table with 4 columns: Grant Amount(s), Local Match(es) for, and Total Grant Amount/Total Local Match. Rows include Keystone Recreation, Park and Conservation Fund and Total Grant Amount/Total Local Match.

TOTAL PROJECT COST: \$400,000.00

## APPENDIX A

### **Payment** (referenced in Article IV of grant agreement)

Upon receipt of a written request from the GRANTEE, the DEPARTMENT may issue an advance payment to the GRANTEE. The advance payment will not exceed 25% of the approved grant amount.

Subsequent payments will be made to coincide, to the extent feasible, with the expenditure of cash by the GRANTEE. The GRANTEE must request such payments in writing based on the GRANTEE'S estimate of funds needed to meet current disbursements. The DEPARTMENT may set a minimum payment amount for each request for payment. The DEPARTMENT will withhold a percentage of grant funds for final payment in accordance with the paragraph below.

The DEPARTMENT will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been inspected and approved by the DEPARTMENT; the GRANTEE has submitted the final payment application and documentation required by the DEPARTMENT under Article XII (closeout of grant agreement); and the DEPARTMENT has approved such application and documentation.

### **Interest** (referenced in Article V (b) of grant agreement)

Grant funds shall be deposited pursuant to Article V (a) in an interest-bearing account and maintained in the account until expended. The following provisions apply regarding interest:

- (1) Interest shall be maintained and separately identified in the account until used or paid to the DEPARTMENT in accordance with (2), (3), or (4) below. Interest earned and interest expended shall be reported as part of the closeout documentation required under Article XII (closeout of grant agreement).
- (2) Subject to the approval of the DEPARTMENT, the GRANTEE may use interest to carry out project activities.
- (3) Interest not used for project activities shall be paid to the DEPARTMENT.
- (4) If grant funds are required to be refunded to the DEPARTMENT under Article V (d), XIV, or XXII, interest shall also be paid. The amount of interest will be the amount actually earned or, as determined by the DEPARTMENT, the amount that would have been earned if the grant funds had been maintained in an interest-bearing account as required above.

### **Acknowledgement of assistance** (referenced in Article XVIII of grant agreement)

The sign, publication, or other product of the grant will acknowledge financial assistance from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, and will identify the type of grant that was the source of funding as the Keystone Recreation, Park and Conservation Fund.

**Ownership and control, non-conversion of use** (referenced in Article XXI of grant agreement)

For a fee simple interest in real property acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the declaration of taking or deed will include the following restriction:

[This provision revised 11/15/2010.] This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

For an easement acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the instrument of conveyance will include the following restriction:

[This provision revised 11/15/2010.] This conservation easement was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") under the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This easement is a conservation servitude over the property in perpetuity and as such is binding on all current and subsequent easement holders and their personal representatives, successors and assigns. The Department and its successors have the following rights with respect to this easement: a) the right to compel transfer of Holder's rights and duties under this easement to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area; b) a right of prior approval of any amendment of this easement to determine whether the amendment permits uses of the State Program Area not permitted under the State Program or permits uses of other portions of the Property in a manner that would materially adversely affect the State Program Area; c) a right of prior approval of any transfer of Holder's rights and duties under this easement with respect to the State Program Area; and d) the right to exercise the Holder's rights and duties under this easement if Holder fails to uphold and enforce the provisions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area.

**APPENDIX B**  
**CONTRACTOR RESPONSIBILITY AND OFFSET PROVISIONS**

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

**Contractor Responsibility Provisions**

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

**Offset Provision**

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

Based on Management Directive 215.09 amended (12/1/2020)

**APPENDIX C**  
**CONTRACTOR INTEGRITY PROVISIONS**

**For the purpose of these provisions, the term Contractor is defined to include GRANTEE and the term Contract is defined to include GRANT AGREEMENT.**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.

d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. **"Financial Interest"** means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions or occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

From Management Directive 215.8 amended (1/14/15)

## APPENDIX D

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
  - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
  - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts’ enforcement and shall comply with any provision of law establishing organizations as employees’ exclusive representatives.
3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near

where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
6. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

**APPENDIX E**  
**RIGHT-TO-KNOW LAW**

1. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth agency.
2. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
  - a. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - b. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
4. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
5. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
6. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
7. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

8. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

9. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

Approved by OGC, OAG, Feb. 2010: RTKL, 8-K-1580

**APPENDIX F**  
**AUTOMATED CLEARING HOUSE (ACH) PAYMENTS**

1. The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-Remittance.aspx>.

2. The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.

3. It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

From Management Directive 310.40 Amended, 7/16/2021

## **APPENDIX G**

### **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

1. Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the GRANTEE understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this GRANT AGREEMENT or from activities provided for under this GRANT AGREEMENT. As a condition of accepting and executing this GRANT AGREEMENT, the GRANTEE agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the COMMONWEALTH through contracts with outside contractors.

2. The GRANTEE shall be responsible for and agrees to indemnify and hold harmless the DEPARTMENT from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the DEPARTMENT as a result of the GRANTEE'S failure to comply with the provisions of paragraph 1.

From Management Directive 215.12 amended (10/14/11)

**APPENDIX H**  
**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT PROVISIONS**

This grant includes no federal funding; Appendix H contains no provisions.

## Contract eSignature Page

The following authorized representatives do hereby acknowledge and enter into the agreement as described:

Contract Number: BRC-PRD-29-85

Project Title: Dunlap Creek Park- Phase 2- Development

### Authorized Parties:

Electronically Signed by Dave Lohr; Vince Vicites; Scott Dunn

\_\_\_\_\_  
Authorized Representative, Contracting Organization

04/04/2023

\_\_\_\_\_  
Date

Electronically Signed by Thomas Ford

\_\_\_\_\_  
Bureau Director, Commonwealth of Pennsylvania

11/16/2023

\_\_\_\_\_  
Date

### Approved as to the Legality and Form:

Electronically Signed by Laurie Shepler on behalf of Audrey Miner

\_\_\_\_\_  
Office of Chief Counsel

12/21/2023

\_\_\_\_\_  
Date

### Approved as to the Availability of Funds:

Electronically Signed by Michelle Santos-Light

\_\_\_\_\_  
PP&R Comptroller's Office

12/29/2023

\_\_\_\_\_  
Date

**BUREAU OF RECREATION AND CONSERVATION**

<b>Title:</b> Project Signage		
<b>Issued by:</b> Bureau of Recreation and Conservation	<b>Effective Date:</b> 3/9/11 <b>Scheduled Review:</b> Annual	<b>Document Number:</b> 2300-032
<b>Reviewed:</b> 12/14/23	<b>Revised:</b> 12/6/12, 9/23/16, 11/4/19	
<b>Approved By:</b> Tom Ford, Bureau Director	<b>Program Area:</b> All	

**AUTHORITY**

Act 18 of 1995, Section 306, Community Recreation and Heritage Conservation. The Department shall have the power to administer Federal and State programs for grants and loans to local governments, municipal authorities and nonprofit organizations for community and regional projects involving the planning, acquisition, rehabilitation and development of public park, recreation and conservation areas, facilities and programs.

**SCOPE**

Provides directive for administration of the Community Conservation Partnerships Grant Program

**PURPOSE**

The Department of Conservation and Natural Resources (DCNR), Bureau of Recreation and Conservation (Bureau) requires that a permanent sign be erected and maintained on all grant-funded project sites. This requirement is reflected in the grant agreement terms and conditions - Article XVIII Acknowledgement of Assistance. The purpose of the permanent sign is to provide acknowledgement of Department of Conservation and Natural Resources (DCNR) grant assistance, to notify the public that the facility is a public facility and to promote DCNR's recreation and conservation work to the general public. Below are the minimum standards for the permanent signs.

The Bureau also suggests that an "under construction" sign be displayed at the site during the construction period. The "under construction" sign is intended to demonstrate, during the time of construction, that DCNR grant assistance is helping to make the project possible.

**POLICY**

**A. Permanent Signs:**

1. A permanent sign shall be erected and maintained at all project sites. The term "site" means the properties and facilities, including any portion of them acquired, rehabilitated, or developed with a grant from DCNR.
2. The permanent sign will conform with the minimum standard design and specifications established by the Bureau (provided below), unless local ordinance or local sign design standards require differently.
3. At a minimum, the permanent sign will state the site name, state that funding is provided in partnership with the Bureau, identify the funding source and the funding source logo. The sign should be installed in a highly visible location. The sign design needs to be approved by DCNR and it is acceptable to acknowledge other partners on the sign.

4. Costs associated with the development and installation of signs are eligible for reimbursement at the designated rate based on the program and funding source used. Costs for sign maintenance are not eligible for grant program funding.
5. When multiple projects are funded at a site with DCNR funding, or the project is of a linear basis, the Bureau may waive the requirements for additional permanent signs on a case-by-case basis.
6. When multiple sites are being acquired or developed utilizing a grant from DCNR, permanent signs are required for each site.

**B. Standard Permanent Sign Specifications**

<b>Sign Size</b>	18" x 24"
<b>Font Size</b>	Range from .71" to 1.75"
<b>Font Style</b>	Arial
<b>Orientation</b>	Landscape
<b>Base Material</b>	Aluminum
<b>Thickness</b>	0.08"
<b>Sides Printed</b>	1
<b>Corners</b>	Round
<b>Base Color</b>	Green
<b>Text Color</b>	White
<b>Border</b>	White
<b>Location</b>	Highly visible area at site of funded project
<b>Mounting Holes</b>	No
<b>Overlay</b>	EG Vinyl
<b>Language/Logo</b>	Specific to program and funding source (see examples below)

**Keystone Recreation, Park and Conservation Fund:**

# OURTOWN PARK BOROUGH OF OURTOWN

Funding assistance has been provided by the  
Department of Conservation and Natural Resources  
Bureau of Recreation and Conservation  
Keystone Recreation, Park and Conservation Fund



## Keystone Recreation, Park and Conservation Fund Logo



**DISCLAIMER**

The policies and procedures outlined in this guidance document are intended to supplement existing requirements. The policies and procedures herein are not an adjudication or a regulation. There is no intent on the part of DCNR to give the rules in these policies that weight or deference. This document establishes the framework within which DCNR will exercise its administrative discretion in the future.

**PAGE LENGTH**

11 pages

**EFFECTIVE DATE**

Immediately. This policy is to be reviewed and updated every year.

**EXPIRATION**

This policy remains in effect until revised or rescinded.

Tom Ford, Bureau Director

12/14/2023

\_\_\_\_\_  
Name/Title of Bureau or Office Director

\_\_\_\_\_  
Date

Date \_\_\_\_\_

PROPOSAL

FOR

Fayette County Commissioners

Dunlap Creek Trail

Contract 1/2024

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Address

\_\_\_\_\_  
Pursuant to and in compliance with your request inviting Proposals for the execution of the above-referenced project, and subject to all the terms and conditions of the Contract Documents relating thereto and on file in the office of GIBSON-THOMAS ENGINEERING CO., INC., 1004 Ligonier Street, P.O. Box 853, Latrobe, PA, 15650, the undersigned proposes to perform all work, to provide and furnish all labor, all necessary tools and equipment, all utility and transportation services, and materials (both expendable and permanent), all as required for the performance of said project, in complete accordance with the Plans, Specifications, and other Contract Documents, including Addenda Numbers \_\_\_\_\_, issued thereon, for the following price:

For the performance of all work set forth in the Contract Documents, and shown on the Contract Drawing(s), for the total price of

Phase I Base Bid

Dollars

\_\_\_\_\_  
(\$ \_\_\_\_\_)

Phase I Alternate 1 Bid

Dollars

(\$ \_\_\_\_\_ )

Phase I Alternate 2 Bid

Dollars

(\$ \_\_\_\_\_ )

Phase II Base Bid

Dollars

(\$ \_\_\_\_\_ )

The following unit price schedule was used to compute the bid total. Should the amount of construction items be increased or decreased, the undersigned agrees that the following unit prices will be used for any adjustments. The sum of the unit prices must equal the total shown on the first page of this Proposal.

**Fayette County Commissioners**  
Dunlap Creek Trail  
 Contract 1/2024

**PHASE 1 BASE BID**

Item	Description	Quantity	Unit Price	Total
1	0203-0001 Class 1 Excavation	1304 CY	\$ /CY	\$
2	0205-0100 Foreign Borrow Excavation	1192 CY	\$ /CY	\$
3	0204-0150 Class 4 Excavation	40 CY	\$ /EA	\$
4	0205-0264 Selected Borrow Excavation Rock, Class R-4	40 CY	\$ /CY	\$
5	0205-0281 Selected Borrow Excavation, Coarse Aggregate, No. 1	170 CY	\$ /CY	\$
6	0212-0014 Geotextile, Class 4, Type A	83 SY	\$ /SY	\$
7	0212-0016 Geotextile, Class 4, Type C	511 SY	\$ /SY	\$
8	0313-0301 Superpave Asphalt Mixture Design, Base Course, PG 64S-22, <0.3 Million ESALS, 25.0 MM Mix, 4 1/2" Depth	3268 SY	\$ /SY	\$
9	0350-0104 Subbase 4" Depth (No. 2A)	3268 SY	\$ /SY	\$
10	0413-0195 Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, <0.3 Million ESALS, 9.5 MM Mix, 1 1/2" Depth, SRL-L	3268 SY	\$ /SY	\$
11	0601-0312 15" Thermoplastic Pipe, Group I, 15'-1.5' Fill	17 LF	\$ /LF	\$
12	0601-0313 18" Thermoplastic Pipe, Group I, 15'-1.5' Fill	44 LF	\$ /LF	\$
13	4608-0001 Mobilization, Per Phase	1 LS	\$ /LS	\$
14	4686-0010 Construction Surveying, Type A, Per Phase	1 LS	\$ /LS	\$
15	0806-0110 Temporary Short-Term, Rolled Erosion Control Product, Type 2A	3837 SY	\$ /SY	\$
16	0810-0023 Tree Trimming To A Max Height of 20'	1 LS	\$ /LS	\$
17	0849-0010 Rock Construction Entrance	1 EA	\$ /EA	\$
18	0855-0003 Pumped Water Filter Bag	3 EA	\$ /EA	\$
19	0867-0012 Compost Filter Sock, 12" Diameter	2877 LF	\$ /LF	\$
20	9000-0001 6" Cross Pipe	176 LF	\$ /LF	\$
21	9000-0002 Infiltration Berm	32 EA	\$ /EA	\$
22	9000-0003 Pump Bypass System	3 EA	\$ /EA	\$
23	9000-0004 Amended Soil	213 CY	\$ /CY	\$
*Complete-in-place				<b>TOTAL BASE BID- PHASE 1 \$</b>

**PHASE 1 ALTERNATE 1 BID**

Item	Description	Quantity	Unit Price	Total
1	0203-0001 Class 1 Excavation	111 CY	\$ /CY	\$
2	0205-0100 Foreign Borrow Excavation	27 CY	\$ /CY	\$
3	0313-0301 Superpave Asphalt Mixture Design, Base Course, PG 64S-22, <0.3 Million ESALS, 25.0 MM Mix, 4 1/2" Depth	188 SY	\$ /EA	\$
4	0350-0104 Subbase 4" Depth (No. 2A)	188 SY	\$ /SY	\$
5	0413-0195 Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, <0.3 Million ESALS, 9.5 MM Mix, 1 1/2" Depth, SRL-L	188 SY	\$ /SY	\$
*Complete-in-place.				<b>ALTERNATE 1 BID- PHASE 1 \$</b>

**PHASE 1 ALTERNATE 2 BID**

Item	Description	Quantity	Unit Price	Total
1	0203-0001 Class 1 Excavation	1405 CY	\$ /CY	\$
2	0205-0100 Foreign Borrow Excavation	1737 CY	\$ /CY	\$
3	0313-0301 Superpave Asphalt Mixture Design, Base Course, PG 64S-22, <0.3 Million ESALS, 25.0 MM Mix, 4 1/2" Depth	215 SY	\$ /EA	\$
4	0350-0104 Subbase 4" Depth (No. 2A)	215 SY	\$ /SY	\$
5	0413-0195 Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, <0.3 Million ESALS, 9.5 MM Mix, 1 1/2" Depth, SRL-L	215 SY	\$ /SY	\$
*Complete-in-place.				<b>ALTERNATE 2 BID- PHASE 1 \$</b>

**PHASE 2 BASE BID**

Item	Description	Quantity	Unit Price	Total
1	0203-0001 Class 1 Excavation	4511 CY	\$ /CY	\$
2	0205-0100 Foreign Borrow Excavation	3666 CY	\$ /CY	\$
3	0204-0150 Class 4 Excavation	63 CY	\$ /EA	\$
4	0205-0264 Selected Borrow Excavation Rock, Class R-4	63 CY	\$ /CY	\$
5	0205-0281 Selected Borrow Excavation, Coarse Aggregate, No. 1	293 CY	\$ /CY	\$
6	0212-0014 Geotextile, Class 4, Type A	124 SY	\$ /SY	\$
7	0212-0016 Geotextile, Class 4, Type C	880 SY	\$ /SY	\$
8	0313-0301 Superpave Asphalt Mixture Design, Base Course, PG 64S-22, <0.3 Million ESALS, 25.0 MM Mix, 4 1/2" Depth	4690 SY	\$ /SY	\$
9	0350-0104 Subbase 4" Depth (No. 2A)	4690 SY	\$ /SY	\$
10	0413-0195 Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, <0.3 Million ESALS, 9.5 MM Mix, 1 1/2" Depth, SRL-L	4690 SY	\$ /SY	\$
11	0601-0312 18" Thermoplastic Pipe, Group I, 15'-1.5' Fill	44 LF	\$ /LF	\$
12	0601-0313 30" Thermoplastic Pipe, Group I, 15'-1.5' Fill	40 LF	\$ /LF	\$
13	4608-0001 Mobilization, Per Phase	1 LS	\$ /LS	\$
14	4686-0010 Construction Surveying, Type A, Per Phase	1 LS	\$ /LS	\$
15	0806-0110 Temporary Short-Term, Rolled Erosion Control Product, Type 2A	6603 SY	\$ /SY	\$
16	0810-0023 Tree Trimming To A Max Height of 20'	1 LS	\$ /LS	\$
17	0811-0003 Temporary Protectile Fence	870 LF	\$ /LF	\$
18	0849-0010 Rock Construction Entrance	3 EA	\$ /EA	\$
19	0855-0003 Pumped Water Filter Bag	2 EA	\$ /EA	\$
20	0867-0012 Compost Filter Sock, 12" Diameter	4950 LF	\$ /LF	\$
21	9000-0001 6" Cross Pipe	176 LF	\$ /LF	\$
22	9000-0002 Infiltration Berm	47 EA	\$ /EA	\$
23	9000-0003 Pump Bypass System	2 EA	\$ /EA	\$
24	9000-0004 Amended Soil *Complete-in-place.	367 CY	\$ /CY	\$
<b>TOTAL BASE BID- PHASE 2</b>				<b>\$</b>

**THIS FORM MUST BE SUBMITTED WITH BID PROPOSAL**

The Bidder hereby certifies that it does business and submits this Bid Proposal as the following type of business entity:

\_\_\_\_\_ An individual.

\_\_\_\_\_ A (general) (limited) partnership consisting of the following partners:

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

\_\_\_\_\_ A corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at the address set forth below.

\_\_\_\_\_ A limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at the address set forth below.

\_\_\_\_\_ A foreign corporation organized and existing under the laws of \_\_\_\_\_  
And which is duly registered for the purpose of doing business in the Commonwealth of Pennsylvania.

A business using a fictitious name which is registered in compliance with the provisions of the Fictitious Names Act of the Commonwealth of Pennsylvania.

The name and address of each person or business entity which has an interest, direct or indirect, in this Bid Proposal is set forth below. In the case of a corporation, the Bidder shall list the names of the shareholders, the Board of Directors, the President, Secretary, Treasurer, and General Manager. In the case of a limited liability company, the Bidder shall list the names of the members and the President, Secretary, Treasurer, and General Manager. In the case of any business entity which has an interest, direct or indirect, in the Bidder, the same information should be listed for that business entity.

**NAME AND ADDRESS**

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

The undersigned Bidder hereby certifies as follows:

- a. They/He/It has visited and examined the site of the Work and has carefully examined the Contract Documents.
- b. That no board member, officer, agent or employee of the Owner has any personal interest either directly or indirectly, in this Bid Proposal, Contract or any compensation which may be paid thereunder.
- c. That this Bid Proposal is genuine and is made without any connection with any person, firm, corporation or other business entity which is making another Bid Proposal for the same Work, and it is, in all respects, fair and made without collusion or fraud.
- d. That, should this Bid Proposal be accepted by the Owner, Bidder will execute the Contract and furnish the properly executed Bonds and Certificates of Insurance, all within the required time and in the form and amount required, and that, upon its failure, neglect or refusal to do so, Bidder shall forfeit to the Owner the Bid Security accompanying this Bid Proposal to the Owner.
- e. That this Bid Proposal is valid, it will remain in full force and it may be held by the Owner for the period specified in the Public Advertisement of in the Detailed Specifications.

WITNESS this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Name of Bidder(s)

\_\_\_\_\_  
Business Address

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name and Title

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BID BOND WITH CERTIFIED OR CASHIER'S CHECK

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address of Bidder)

a \_\_\_\_\_, ("Principal"), is held and firmly bound unto the  
(Corporation, LLC, Partnership, or Individual)

\_\_\_\_\_  
("OWNER"), in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_) this sum being posted by delivery to the  
Owner, concurrently with this Bond, of a certified or cashier's check in said amount, this whereby the  
Principal does, jointly and severally, bind itself, its heirs, successors, administrators and assigns, by these  
presents.

**THE CONDITION OF THIS OBLIGATION** is such that, whereas the Principal has, by its Bid Proposal  
dated \_\_\_\_\_, offered to enter into a Contract with the Owner for  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if the Owner accepts the Bid Proposal of the Principal and the Principal enters into a  
Contract with the Owner in accordance with the terms of its Bid Proposal, gives such bonds as may be  
specified in the Bid Proposal and complies in all other respects with the requirements of the Contract  
Documents, or if the Principal shall pay to the Owner the difference, not to exceed the sum hereof, between  
the amount specified in its Bid Proposal and such larger amount for which the Owner may, in good faith,  
contract with another party to furnish the services or products covered by said Bid Proposal, then this  
obligation shall be null and void and the check referred to above shall be returned to the Principal.

In the event of the failure of the Principal to enter into such Contract and comply in all other respects with  
the requirements of the Contract Documents or, if the Principal shall fail to pay to the Owner such larger  
amount for which the Owner may, in good faith, contract with another party to furnish the services or  
products covered by said Bid Proposal, then the funds represented by the check referred to above, shall be  
retained by Owner and considered as forfeited by the Principal to it and no defense to such forfeiture shall  
be interposed by the Principal.

IN WITNESS WHEREOF, this Bond is executed by the Principal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

PRINCIPAL: Individual or Partnership

\_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

PRINCIPAL: Corporation or LLC

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

(Corporate Seal)

CERTIFICATE OF CORPORATE OR LLC PRINCIPAL

I, \_\_\_\_\_ hereby certify that I am the \_\_\_\_\_ of \_\_\_\_\_, Principal in the within Bond; that \_\_\_\_\_ who executed said Bond on behalf of the Principal was then \_\_\_\_\_ of said Corporation/Limited Liability Company; that I am familiar with his/her signature, that it is genuine and that said Bond was duly signed, sealed, and attested to, for and on behalf of said Corporation/Limited Liability Company, all by the proper Owner of its governing body.

(CORPORATE SEAL)

Title: \_\_\_\_\_

**(If Principal is a partnership, all partners must execute the Bond.)**

BID BOND WITH CORPORATE SURETY

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Address of Bidder)

a \_\_\_\_\_, ("Principal"), and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

are held and firmly bound unto the \_\_\_\_\_ OWNER \_\_\_\_\_ in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas the Principal has, by its Bid Proposal dated \_\_\_\_\_, offered to enter into a Contract with the Owner for \_\_\_\_\_

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

**NOW, THEREFORE**, if the Owner accepts the Bid Proposal of the Principal and the Principal enters into a Contract with the Owner in accordance with the terms of its Bid Proposal, gives such bonds as may be specified in the Bid Proposal and complies in all other respects with the requirements of the Contract Documents, or if the Principal shall pay to the Owner the difference, not to exceed the sum hereof, between the amount specified in its Bid Proposal and such larger amount for which the Owner may, in good faith, contract with another party to furnish the services or products covered by said Bid Proposal, then this obligation shall be null and void.

In the event of the failure of the Principal to enter the Contract and give such bonds as are specified in the Bid Documents then this obligation shall remain in full force and effect and binding upon the Principal and its Surety and they shall be obligated to pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the Bid Proposal and such larger amount for which the Owner may, in good faith, contract with another party to furnish the services or products covered by said Bid Proposal.

**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 Bid Proposal or the Contract Documents 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 Bid Proposal or to the Contract Documents.

**IN WITNESS WHEREOF**, this Bond is executed by the Principal the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

\_\_\_\_\_

PRINCIPAL(S): INDIVIDUAL OR PARTNERSHIP

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

PRINCIPAL: CORPORATE OR LLC

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(CORPORATE SEAL)

**CERTIFICATE OF CORPORATE OR LLC PRINCIPAL**

I, \_\_\_\_\_ hereby certify that I am the \_\_\_\_\_  
of \_\_\_\_\_, Principal in the within Bond;  
that \_\_\_\_\_ who executed said Bond on behalf of the Principal was  
then \_\_\_\_\_ of said Corporation/Limited Liability Company; that I  
am familiar with his/her signature, that it is genuine and that said Bond was duly signed, sealed, and  
attested to, for and on behalf of said Corporation/Limited Liability Company, all by the proper Owner of its  
governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
Title: \_\_\_\_\_

CORPORATE SURETY:

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Secretary

(CORPORATE SEAL)

ATTACH COPY OF POWER OF ATTORNEY OF CORPORATE SURETY

**(If Principal is a partnership, all partners must execute the Bond.)**

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Permanent Main Office Address: \_\_\_\_\_
3. Phone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_ Mobile Phone \_\_\_\_\_
4. Email: \_\_\_\_\_
5. Contact Person \_\_\_\_\_
6. When Organized: \_\_\_\_\_
7. If a corporation/LLC where incorporated/organized: \_\_\_\_\_
8. Federal Identification Number: \_\_\_\_\_  
If sole proprietorship, Social Security Number: \_\_\_\_\_
9. How many years have you been engaged in the contracting business under your present firm or trade name: \_\_\_\_\_
10. Attached a list of Contracts on hand: (Schedule them, showing amount of each contract and the appropriate anticipated dates of completion:
11. General type of work performed by your company: \_\_\_\_\_
12. Have you ever failed to complete any work awarded to you? If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
13. Have you ever defaulted on a contract? \_\_\_\_\_
14. Attach a list of the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
15. Attach a list of your most recent equipment sales similar to this project. Please state cost for each and name, address and telephone number of each customer.
16. Attach a list of your major equipment available for this contract:
17. Is this a minority-owned business? Yes/No Woman-owned business? Yes/No  
If this is a minority owned business, which minority? \_\_\_\_\_

- 18. Experience in construction work similar in importance to this project.
- 19. Background and experience of the principal members of your organization, including the officers.
- 20. Credit available: \$ \_\_\_\_\_
- 21. Give bank reference: \_\_\_\_\_
- 22. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required? \_\_\_\_\_
- 23. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.
- 24. (Please refer to the Instruction to Bidders Sections 11, 12, 25)

Name of Bonding Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Attorney in Fact \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

The undersigned hereby authorizes any person, firm, or corporation to furnish to the Owner or its authorized representative, any information which it requests in order to verify information given in this Statement of Bidder's Qualifications.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss:

\_\_\_\_\_ , being duly sworn deposes and says that he is

\_\_\_\_\_ of \_\_\_\_\_

and that the answers to the foregoing questions are true , correct and complete.

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires \_\_\_\_\_

CERTIFICATION OF ELIGIBILITY

By submitting his Bid Proposal, the Bidder certifies and warrants:

- (a) That neither he/she/it, nor any person or firm which has an interest in the Contractor's firm, is a person or firm ineligible to be awarded Government contracts by virtue of Section 3 (a) of the Davis-Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24; and
- (b) That no part of his/her/its Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3 (a) of the Davis/Bacon Act or 29 CFR 5.12 (a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24; and
- (c) That he/she/it is aware that the penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration Transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both".

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

BIDDER: INDIVIDUAL OR PARTNERSHIP

\_\_\_\_\_

by: \_\_\_\_\_(SEAL)

by: \_\_\_\_\_(SEAL)

BIDDER: CORPORATE OR LLC

ATTEST

\_\_\_\_\_  
Secretary

\_\_\_\_\_

by: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

**AFFIDAVIT OF NONCOLLUSION**

Before me, a Notary Public, personally appeared the undersigned who, being duly sworn according to law, deposes and says that, by submission of the Bid Proposal to which this Affidavit is attached, the Bidder and each person executing the Bid Proposal on behalf of the Bidder certifies, to the best of his/her or its knowledge, information and belief, as follows:

- SECTION 1.** The prices submitted in the attached Bid Proposal have been calculated and are hereby submitted independently and without collusion, consultation, communication or agreement of any kind with any competitor of Bidder for the purpose of restricting competition as to any matter relative to prices, escalations, or quotations.
  
- SECTION 2.** Unless otherwise required by law, the prices which have been calculated and quoted in the attached Bid Proposal have not knowingly been disclosed by the Bidder, either prior to or after submission of its Bid Proposal and prior to opening of same, either directly or indirectly to any competitor of the Bidder or to any other Bidder.
  
- SECTION 3.** No attempt has been made prior to submission of the Bid Proposal nor will any attempt be made by the Bidder subsequent to submission of the Bid Proposal, to induce any other person, association, partnership, joint venture, or corporation to submit or refrain from submitting a Bid Proposal for the purpose of restricting competition.
  
- SECTION 4.** Neither the Bidder nor any person signing on behalf of the Bidder, has been convicted of or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years, except as listed on the attachment hereto which is made a part hereof.
  
- SECTION 5.** This Affidavit is made and submitted to comply with Act Number 45, Section 7, effective October 28, 1983 and all amendments thereto and the rules and regulations authorized thereunder.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
SWORN to and subscribed )  
before me this \_\_\_\_\_ day )  
of \_\_\_\_\_, 20\_\_\_\_ )

\_\_\_\_\_  
Notary Public

## CONTRACT AGREEMENT

This Contract Agreement ("Contract") is made and entered into the \_\_\_\_ day of \_\_\_\_\_ by and between, the \_\_\_\_\_, a municipal corporation, existing under and by virtue of the Laws of the Commonwealth of Pennsylvania, having its office at \_\_\_\_\_ (the "OWNER"), and

(CONTRACTOR)

a \_\_\_\_\_ duly authorized to conduct business in the Commonwealth of Pennsylvania and having an office at \_\_\_\_\_ (the "CONTRACTOR").

**WHEREAS**, the OWNER, pursuant to the Owner vested in it by the Acts of Assembly of the Commonwealth of Pennsylvania, did, by Public Advertisement, heretofore made in accordance with the provisions of said Acts, invite Bid Proposals for:

(OWNER)  
(NAME OF PROJECT)  
CONTRACT NO.

**WHEREAS**, in accordance with said Public Advertisement and the Contract Documents prepared by the Consulting Engineer of the OWNER and submitted to prospective Bidders, the CONTRACTOR submitted his/her/its Bid Proposal to the OWNER for the doing of the Work, said Bid Proposal having been accepted by the OWNER and a contract for the Work duly awarded by the OWNER to the CONTRACTOR, this for the prices set forth in his Bid Proposal; and

**WHEREAS**, the OWNER and the CONTRACTOR agree that the Instructions to Bidders, Standard Contract Provisions, Specifications (Standard, Detailed and all Addenda), Plans, Bid Proposal, a copy of the Public Advertisement and all other Contract Documents form a part of this Contract, by reference, as if same were set forth at length herein.

**NOW, THEREFORE**, intending to be legally bound hereby, the parties hereto agree as follows:

1. CONTRACTOR shall provide and furnish all labor and material, both expendable and permanent, all tools, plans, machinery and equipment, all utilities and transportation services as same are necessary to construct and complete all items of the Work set forth in the instruction to Bidders, Standard Contract Provisions, Specifications, (Standard, Detailed and all Addenda), Plans, Bid Proposal, all such detail drawings as may be furnished or approved by the OWNER, all other Contract Documents and such instructions as may be issued to the Contractor by the OWNER during the progress of the work.
2. In consideration of full compliance by the CONTRACTOR with the terms and conditions of this Contract, the OWNER agrees to pay and the CONTRACTOR agrees to accept the sum of \_\_\_\_\_ in accordance with the Bid Proposal submitted by the CONTRACTOR.
3. The CONTRACTOR warrants and agrees that he/she/it has read each and every clause in each of the Contract Documents, that he/she/it fully understands the meaning of same, that he/she/it has examined the site of the Work and fully understands the character of the Work which will be required of him/her/it under this Contract and he/she/it agrees to complete the Work within the number of days set forth in the Contract Documents, time being of the essence to this Contract.
4. The CONTRACTOR shall, simultaneously with his/her/its execution of this Contract, deliver his/her/its Performance and Labor and Material Payment Bonds to the OWNER, both in the full amount of the

Contract Price and both with corporate surety satisfactory to the OWNER. He/She/It shall also, at that same time, deliver to the OWNER a Certificate of Insurance, satisfactory to the OWNER, certifying that all insurance coverage required by the Contract Documents are in full force and effect.

5. The CONTRACTOR shall deliver to the OWNER, at the time of final acceptance of the Work by the OWNER or as otherwise provided in the Contract Documents, a Maintenance Guaranty Bond, with corporate Surety satisfactory to the OWNER, which bond shall guarantee the maintenance of all Work of the Contractor for a period of \_\_\_\_\_ year(s) from such date of final acceptance by the OWNER. This bond shall be in an amount equal to the final cost of the OWNER for the Work.
6. The CONTRACTOR hereby certifies that he/she/it is familiar with all applicable Federal, State and Local Statutes, Acts, Laws and Ordinances, together with all Rules, Regulations and other matters promulgated thereunder and, further, that he/she/it is specifically familiar with Act No. 247 of 1972 of the Commonwealth of Pennsylvania providing for the prevention of environmental pollution and the preservation of public natural resources and he further acknowledges that he has been advised that various Federal and State statutes, together with the Rules and Regulations of their appropriate agencies, may govern all or some parts of the Work, including, but not limited to, the Clean Streams Law Act, of June 22, 1937, P.L. 1987, as amended, 35P.S. 691.1 et seq., and the act regulating Vehicle Emission Systems, Act of June 16, 1972 of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the OWNER has, by proper resolution, caused this Contract to be executed in its name by its Chairman and its corporate seal affixed, duly attested by its Secretary, and the Contractor has caused this Contract to be executed by his/her/its duly authorized representatives, both as of the day and year first above written.

ATTEST:

\_\_\_\_\_  
Secretary  
(Corporate Seal)

OWNER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary  
(Corporate Seal)

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Commonwealth of Pennsylvania**  
**Public Works Employment Verification Form**

---

Public Works Employment Verification Office  
Department of General Services  
Bureau of Procurement 6<sup>th</sup> floor, Forum Place 555 Walnut Street  
Harrisburg, PA 17101-1914  
717-346-8115  
ra-gsgseverify.pa.gov

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

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

Address \_\_\_\_\_

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

Check One:

Contractor

Subcontractor

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

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

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

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

Date enrolled in E-Verify \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

---

Authorized Representative Signature

---

Date of Signature