

INSTRUCTIONS FOR BIDDERS

Written quotations will be received by the Centre Region Parks and Recreation Authority (herein called the "OWNER"), until 12:00 PM, prevailing time, on May 16, 2016.

If the total, as-specified, project quote amount exceeds \$19,400, state law and Centre Region Council of Government policies require that the quotes must be rejected and the project tabled while sealed bids are advertised and considered.

If the project proceeds based upon a quotation (referred to as "BIDS" hereafter), the contractor must provide all specified bonds, certificates, and fully meet all specifications listed herein.

1. BID SUBMISSION

Sealed bids (hard copy only) and bid bonds shall be submitted to Robyn Froehlich, P.E. at the office of Stahl Sheaffer Engineering (herein called the "ENGINEER") located at 301 Science Park Road, Suite 333, State College, PA, 16803.

Bids are not subject to prevailing wages for this project.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof provided a written request is received.

Bids may be modified or withdrawn at any time up to bid opening. Should there be reasons why the contract cannot be awarded within the specified period, thirty-day (30 day) extensions of the date for the award may be made by mutual written agreement between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

2. PROJECT INFORMATION

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him/her from fulfilling any of the conditions of the CONTRACT.

3. **BONDS**

Each BID must be accompanied by a BID BOND payable to the OWNER for 10 percent of the total amount of the BID. The BID BOND shall be submitted in a clearly marked, sealed envelope to the Centre Region Parks and Recreation Authority office, located at 2643 Gateway Drive #1, State College, PA 16801.

As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, these bonds also will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the CONTRACT.

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

The party to whom the NOTICE OF AWARD is given will be required to obtain the PERFORMANCE BOND within ten (10) calendar days from the date of receipt of the NOTICE OF AWARD. In case of failure of the BIDDER to execute and deliver the BONDS, the OWNER may, at his option, consider the BIDDER in default, in which case, the BID BOND accompanying the proposal shall become the property of the OWNER. A Maintenance Bond in the amount of 15% of the contract price, with a corporate surety approved by the OWNER, will be required at completion of the work.

4. **NOTICE OF AWARD**

The OWNER will issue the NOTICE OF AWARD within sixty (60) days of the date of bid opening. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT form. The party to whom the NOTICE OF AWARD is given will be required to execute the AGREEMENT and deliver it, together with the Certificates of Insurance, Performance Bonds to the OWNER within the (10) calendar days from the date of the NOTICE OF AWARD. In case of the failure of the BIDDER to execute the AGREEMENT, the OWNER, at his option, consider the BIDDER in default in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

5. **NOTICE TO PROCEED**

The NOTICE TO PROCEED shall be issued to the CONTRACTOR within ten (10) days of the AWARD OF THE CONTRACT unless the time is extended by mutual written consent of the OWNER and the CONTRACTOR. In case the PERFORMANCE BOND, AGREEMENT, and/or the Certificate of Insurance submitted by the BIDDER do not meet the requirements of the CONTRACT DOCUMENTS and changes are to be made before it can be accepted by the OWNER, the BIDDER is obligated to accept an extension of the

DATE OF AWARD of the CONTRACT and/or the Date of Issue of the NOTICE TO PROCEED for that period of additional time required to furnish acceptable documents.

6. **BIDDER QUALIFICATIONS**

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

- ◆ A conditional or qualified BID will not be accepted.
- ◆ Award will be made to the lowest responsible BIDDER. In determining a responsible BIDDER, the following will be considered: the quality of previous work, record of completing projects on time, history of payments to sub-contractors and suppliers, maintenance of a permanent place of business, adequacy of equipment and plant to do the work, technical experience and finally, whether the bidder has a solid financial base to guarantee contract completion.

7. **ADDITIONS/DELETIONS**

If, after BIDS are received and reviewed, the OWNER determines that it may not be in his/her best interest to perform all of the work, the OWNER may add or delete work from the CONTRACT at his/her discretion.

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

8. **CONTRACT DOCUMENTS AND SITE INSPECTION**

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

Before submitting this bid, each bidder must (a) examine the contract documents thoroughly, (b) visit the site to familiarize himself/herself with local conditions that may in any manner affect his/her performance of the work; and (c) carefully correlate his/her observations with the requirements of the contract documents.

The submission of a bid will constitute an incontrovertible representation by the bidder that he has complied with every requirement of these instructions.

9. **PRE-BID CONFERENCE**

A pre-bid conference will not be held for this project. Questions concerning this project can be directed to the ENGINEER.

10. **ENGINEER**

The ENGINEER is Stahl Sheaffer Engineering, LLC, 301 Science Park Road, Suite 333, State College, PA 16803.

BID PROPOSAL FOR
Oak Hall Regional Park Driveway Drainage Improvement Project

Proposal of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as (an individual) or (partnership) or (a corporation).
To Centre Region Council of Governments (hereinafter called "OWNER").

In compliance with your Instruction for BIDS, BIDDER hereby proposes to perform all work for the construction of the **Oak Hall Regional Park Driveway Drainage Improvement Project**, State College, PA 16801, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 45 consecutive calendar days from the date the Notice to Proceed was issued.

BIDDER further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as provided in the GENERAL CONDITIONS.

BIDDER acknowledges receipt of the following ADDENDUM:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the unit or lump sum prices listed in the Bid Schedule below.

The following SUBCONTRACTORS are proposed to be used as part of this bid for the work identified below. BIDDER understands that these SUBCONTRACTORS may not be changed without approval of the OWNER.

<u>SUBCONTRACTOR</u>	<u>TYPE OF WORK</u>	<u>PRE-QUALIFICATION NUMBER</u>
1. _____	_____	_____
2. _____	_____	_____

BID SCHEDULE

All in strict accordance with the Specifications, Schedules, Drawings, and Conditions for the consideration of the following amounts, including federal, state, and all applicable taxes, for the sum of:

Base Bid

\$ _____

(write in dollar amount using words)

Alternate 1 (Deduct): Swale Regrading

\$ _____

(write in dollar amount using words)

Submitted By: _____

Federal ID Number: _____

Address: _____

Signed By: _____

Authorized Signature

Attest: _____

Surety Name: _____

Surety Address: _____

Date: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal and _____

City of _____, State of _____, and authorized to transact business in the Commonwealth of Pennsylvania, as SURETY, are held and firmly bound unto Centre Region Council of Governments hereinafter called the OBLIGEE, in the sum of

_____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or Bid dated _____, 20____, for Contract _____.

NOW THEREFORE, the condition of this Bond shall be such that if the Principal shall furnish to the Obligee bonds with good and sufficient surety as may be required by the Contract Documents and upon due acceptance of said Proposal and award of a contract to him/her by the Obligee, shall execute and deliver the Agreement, and shall furnish to the Obligee proper evidence or effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts, as appropriate, required by the Contract Documents, then this Bond shall be void; otherwise, this Bond shall be and shall remain in full force and effect.

The Principal and the Surety agrees to pay the Obligee the difference between the amount of said Proposal, as accepted by the Obligee, and any higher amount for which the required work shall be contracted for by the Obligee together with any additional advertising costs, Engineer's fees, legal fees, and any and all other fees and expenses incurred by the Obligee by reason of the failure of the Principal to enter into such Agreement with the Obligee, or to furnish such Bonds, or to furnish evidence of effectiveness of such insurance coverage; Provided, however, that:

1. The obligation of the Surety shall not exceed the stated principal amount of this Bond, and
2. If the Obligee should not procure an executed contract with any other person for the performance of the work

contemplated in said Proposal, as accepted by the Obligee, upon the contemplated in said Proposal, as accepted by the Obligee, upon the same terms and conditions, other than price, as provided in the Contract Documents, within the period covered by the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other proposals, or because of the inability or refusal of any other

bidder to enter into an appropriate contract, or because the cost under any higher proposal would be greater than the Oblige shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the Oblige the full amount of this Bond as liquidated damages.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Secretary

Corporation - Contractor

President (AFFIX CORPORATE SEAL)

WITNESS:

Individual - Contractor (Seal)

By: _____
Partner (Seal)

By: _____
Partner (Seal)

WITNESS:

Business Address

(AFFIX CORPORATE SEAL)

WITNESS:

Corporate Surety

By: _____
Attorney-in-Fact (AFFIX CORPORATE SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that a CORPORATION known as

organized and existing under the laws of the State of _____
A PARTNERSHIP, known as _____
consisting of the following members _____

_____ AN INDIVIDUAL _____
trading as _____
of _____
in the State of _____ hereinafter called PRINCIPAL,
and _____
of the City of _____, State of _____,
a Corporation created and existing under the laws of the State of _____
hereinafter called SURETY, are held and firmly bound unto _____
as Obligee in the full and just sum of _____
_____ Dollars (\$_____), lawful money of the
United States of America for the payment of which sum we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain
proposal, dated _____, 20__ (the "Proposal"), to perform certain work
for the Obligee, in connection with _____,
pursuant to plans, specifications, and other related documents constituting the Contract
Documents, where are incorporated into the Proposal by reference (the "Contract
Documents"), as prepared by the CENTRE REGION PARKS AND RECREATION
AUTHORITY; and

WHEREAS, the Obligee is a "contracting body" under provisions of Act Number
385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the
Governor on December 20, 1967, known and cited as the "Public Works Contractors'
Bond Law of 1967" (the "Act"); and

WHEREAS, The Act, in Section 3(a), requires that, before an award shall be made
to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish
this Bond to the Obligee, with this Bond to become binding upon the award of a contract
to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall
be furnished by the Principal to the Obligee, and

WHEREAS, Under the Contract Documents, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Contract") the form of which Contract is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: the Principal well, truly, and faithfully shall comply with and shall perform the Contract in accordance and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents, and employees from any and all costs and damages which the Obligee and all of its officers, agents, and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to do the work performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract, and/or reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond, and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Surety Companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State where the Project is located.

IN WITNESS WHEREOF, the Principal and the Surety cause this BOND to be signed, sealed, and delivered this _____ day of _____, 20__.

ATTEST:

Secretary

Corporation-Contractor

President (AFFIX CORPORATE SEAL)

WITNESS:

Individual-Contractor (SEAL)

WITNESS:

Partnership Contractor

By: _____
Partner

Business Address

(AFFIX CORPORATE SEAL)

WITNESS:

Surety Company

By: _____
Attorney-in-Fact (AFFIX CORPORATE SEAL)

ATTEST:

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that a CORPORATION known as

organized and existing under the laws of the State of _____
A PARTNERSHIP, known as _____
consisting of the following members _____

_____ AN INDIVIDUAL _____
trading as _____
of _____
in the State of _____ hereinafter called PRINCIPAL,
and _____
of the City of _____, State of _____,
a Corporation created and existing under the laws of the State of _____
hereinafter called SURETY, are held and firmly bound unto _____
as Obligee in the full and just sum of _____
_____ Dollars (\$_____), lawful money of the
United States of America for the payment of which sum we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain
proposal, dated _____, 20__ (the "Proposal"), to perform certain work
for the Obligee, in connection with _____,
pursuant to plans, specifications, and other related documents constituting the Contract
Documents, where are incorporated into the Proposal by reference (the "Contract
Documents"), as prepared by Centre Region Parks and Recreation Authority; and

WHEREAS, the Principal has completed the said contract in accordance with the
plans and specifications thereof, and

WHEREAS, the Obligee has requested the Principal to guarantee said work
against defective workmanship or faulty materials for a period of one year from the date
of acceptance of said work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if
the Principal shall well and truly make good any defects in material of workmanship which
may arise in said work within one year from the date of acceptance of said work, then this
obligation shall be null and void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety cause this BOND to be signed, sealed, and delivered this _day of _____, 20__.

ATTEST:

Secretary

Corporation-Contractor

President (AFFIX CORPORATE SEAL)

WITNESS:

Individual-Contractor (SEAL)

WITNESS:

Partnership Contractor

By: _____
Partner

Business Address

(AFFIX CORPORATE SEAL)

WITNESS:

Surety Company

By: _____
Attorney-in-Fact (AFFIX CORPORATE SEAL)

ATTEST:

NOTICE OF AWARD

TO: _____
CONTRACTOR

ADDRESS

PROJECT DESCRIPTION: Oak Hall Regional Park Driveway Drainage Improvement Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20____, and _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance, and performance bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of __, 20____.

Centre Region Parks and Recreation Authority
LEASEE

By: _____
Ronald Woodhead, CPRP, CPSI

TITLE: Director

ACCEPTANCE OF NOTICE:

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 20____.

Title: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between Centre Region Council of Governments, hereinafter called "OWNER" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WINESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the Oak Hall Regional Park Driveway Drainage Improvement Project.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction of the Project.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date the NOTICE TO PROCEED was issued and will complete the same within 45 consecutive calendar days from the date the NOTICE TO PROCEED was issued, unless the period for construction is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein at the unit prices as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INSTRUCTION FOR BIDDERS
 - (C) BID
 - (D) BID BOND
 - (E) AGREEMENT
 - (F) GENERAL CONDITIONS
 - (G) PERFORMANCE BOND
 - (H) MAINTENANCE BOND
 - (I) NOTICE OF AWARD
 - (J) NOTICE TO PROCEED
 - (K) CHANGE ORDER
 - (L) DRAWINGS PREPARED OR ISSUED BY CENTRE REGION PARKS AND RECREATION AUTHORITY
 - (M) SPECIFICATIONS PREPARED OR ISSUED BY CENTRE REGION PARKS AND RECREATION AUTHORITY
 - (N) ADDENDA

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in THREE COPIES each of which shall be deemed an original on the date first written above.

Centre Region Parks and Recreation Authority
LEASEE

By: _____
Ronald Woodhead, CPRP, CPSI
CRPRA Director

(SEAL)

ATTEST:

James C. Steff, Executive Director

CONTRACTOR:

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

Name: _____
(Please Type Name)

TITLE: _____

NOTICE TO PROCEED

TO: _____(CONTRACTOR)

_____(ADDRESS)

ISSUE DATE:

Oak Hall Regional Park Driveway Drainage Improvement Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__.

You must commence WORK within 10 calendar days from the "Issue Date" listed above, or _____, 20__.

You must substantially complete WORK within 30 consecutive calendar days from the "Issue Date" listed above, or _____, 20__.

You must finally complete WORK within 45 consecutive calendar days from the "Issue Date" above, or _____, 20__.

Centre Region Parks and Recreation Authority
LEASEE

By: _____
Ronald Woodhead, CPRP, CPSI
Title: CRPRA Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 20__.

Title: _____

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Definitions:

- a. Whenever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- b. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- c. BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed; PROPOSAL.
- d. BIDDER - Any person, firm, or corporation submitting a BID for the WORK.
- e. BONDS - Bid, Performance, Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- f. 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, and authorizing an adjustment in the CONTRACT PRICE and/or CONTRACT TIME.
- g. CONTRACT DOCUMENTS - The Contract, including Advertisement for Bids, Information for Bidders, BID, BID BOND, AGREEMENT, General Conditions, PAYMENT BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, ADDENDA, and other items as specified in the Agreement.
- h. CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS. The price shall be based on the actual quantity of materials installed and on the unit prices and lump sums shown in the BID, plus or minus any CHANGE ORDERS authorized during the course of the WORK.
- i. CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK: TIME FOR COMPLETION.
- j. CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

- k. DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- l. ENGINEER - Attention Robyn L. Froehlich, P.E., Stahl Sheaffer Engineering, LLC, 301 Science Park Road, Suite 333, State College, PA 16803.
- m. FIELD ORDER - A written order affecting 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.
- n. FINAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT is finally completed, in accordance with the CONTRACT DOCUMENTS in that 100 percent of the PROJECT is completed.
- o. NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- p. NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- q. OWNER – Centre Region Parks & Recreation Authority.
- r. PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- s. RESIDENT PROJECT REPRESENTATIVE - The authorized representative or the OWNER who is assigned to the PROJECT site or any part thereof.
- t. SHOW DRAWINGS - All drawings, diagrams, illustrations, brochures, schedule and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- u. SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature, materials, equipment, construction systems, standards, and workmanship, PennDOT form 408 and Special Provisions.
- v. SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

- w. SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of 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.
- x. SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions which take precedence over the GENERAL CONDITIONS.
- y. SUPPLIER - Any person, supplier, or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- z. WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- aa. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of the Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his/her last given address, or delivered in person to said party or his/her authorized representative on the WORK.

2. DRAWINGS AND SPECIFICATIONS

The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy, or operation by the OWNER.

In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his/her discovery of such inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

3. ADDITIONAL DRAWINGS AND INSTRUCTIONS

The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

The additional drawings and instructions thus supplied will become part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

4. SHOP DRAWINGS

The CONTRACTOR shall provide three (3) copies of SHOP DRAWINGS as may be necessary for the execution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS and return one (1) set to CONTRACTOR. The ENGINEER'S approval of the SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWINGS which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

When submitted for the ENGINEER'S approval, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he/she has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

Provide a complete list of all material suppliers and the material for items not requiring a SHOP DRAWING. Include certifications for material as needed. Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

5. MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection. Manufactured articles,

materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under the conditional sale contract or other agreement by which an interest is retained by the seller.

6. SCHEDULES, REPORTS, AND RECORDS

The CONTRACTOR shall submit to the OWNER such progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

Prior to the first partial payment estimate the CONTRACTOR shall submit a construction progress schedules showing the order in which he/she proposes to carry on the WORK, including dates as which he/she will start the various parts of the WORK, estimated date of completion of each part, and as applicable:

- a) The dates at which special detail drawings will be required; and
- b) Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- c) As requested, submit updated construction progress schedules to OWNER.

7. SUBSTITUTIONS

Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirement and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if in the opinion of the ENGINEER, such material, article, or piece of equipment is equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE OR CONTRACT TIME.

8. INSPECTION AND TESTING

All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

Inspection and testing of the WORK shall be provided as outlined below:

Inspection and testing is not formally required by the CONTRACTOR.
Material slips shall be provided for all pavement, concrete, and stone items.

Inspections, tests, or approvals of the ENGINEER or others shall not relieve the CONTRACTOR from his/her obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

The OWNER and his/her representatives will, at all times, have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for his/her observation and replaced at the CONTRACTOR'S expense.

If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. The CONTRACTOR will bear all of the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction.

9. SURVEYS, PERMITS, AND REGULATIONS

The OWNER shall furnish all boundary surveys and establish all control points for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK shown on the drawings. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations, and cut sheets.

The CONTRACTOR shall carefully preserve bench marks, reference points, and stakes and, in case of willful or careless destruction, he/she shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the execution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. 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. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he/she shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted.

10. PROTECTION OF WORK, PROPERTY, AND PERSONS

The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He/she will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all of the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He/she will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will be responsible for locating all existing utilities, including but not limited to water, steam, oil, gas mains, sanitary and storm sewers, telephone and electric conduits which may be encountered during the construction operation. He/she shall also be responsible for locating all underground structures. He/she shall, at his/her own expense, will arrange with the OWNERS of such utilities for locating them. The CONTRACTOR shall be held responsible for providing adequate protection against damage to utilities encountered during the course of construction. If underground utilities are shown on the plans, these are shown for informational purposes only, and the CONTRACTOR must verify the location. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He/she will give the ENGINEER prompt WRITTEN NOTICE of any significant change in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

11. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct the WORK. He/she will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

12. SUBCONTRACTING

The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices are performed by specialty SUBCONTRACTORS. The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty percent (50%) of the CONTRACT PRICE, without prior written approval of the OWNER.

The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his/her SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

The CONTRACTOR shall identify all SUBCONTRACTORS IN THEIR BID. SUBCONTRACTORS shall not be used in the WORK or changed without the approval of the OWNER.

13. CHANGES IN THE WORK

The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER also may, at any time by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him/her to a change in CONTRACT PRICE or TIME, or both, in which event he/she shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in order of precedence listed below:

- a) Unit prices previously approved.
- b) An agreed lump sum or unit price.
- c) The actual costs for labor, direct overhead, materials, supplies, equipment, a reasonable profit and general overhead, and other services necessary to complete the work. The amount of profit and general overhead included in (b) and (c) above shall not exceed fifteen (15) percent of the actual cost of the WORK.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the

OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

Liquidated damages will be charged if WORK extends beyond the SUBSTANTIAL COMPLETION date or the FINAL COMPLETION date.

The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

- a) To any preference, priority, or allocation order duly issued by the OWNER.
- b) To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God or the public enemy, acts of the OWNER, acts of another CONTRACTOR, in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargo, and abnormal and unforeseeable weather; and
- c) To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 15.a and 15.b of this article.

16. CORRECTION OF WORK

The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

The CONTRACTOR shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

- a) Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS.
- b) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

The OWNER shall promptly investigate the conditions, and if he/she finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he/she has given the required WRITTEN NOTICE; provided that the OWNER may, if he/she determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

The OWNER may suspend WORK or any portion thereof for a period of not more than 180 days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an extension of the CONTRACT TIME directly attributable to any suspension. If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he/she makes a general assignment for the benefit of his/her creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his/her property, or if he/she files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he/she repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or if he/she repeatedly fails to make prompt payments to SUBCONTRACTORS, or for labor, materials, or equipment or if he/she disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK or if he/she disregards the authority of the ENGINEER, or if he/she otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his/her surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he/she may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceeds such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right to the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than one-hundred-eighty (180) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within sixty (60) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR, may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he/she has been paid all amount then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENT TO CONTRACTOR

On the Wednesday before the first Monday of each month, the CONTRACTOR will submit to the ENGINEER a partial payment estimate in an acceptable format filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonable require. Prior to submitting the pay estimate, quantities of completed work must be reviewed with the ENGINEER. If payment is required on the basis of materials and equipment not incorporated in the WORK, but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his/her interest herein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his/her approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the

CONTRACTOR indicating in writing his/her reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him/her of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the WORK has been completed. After 50% completion, retainage withheld by the OWNER shall not exceed 5% of the amount due the CONTRACTOR on the WORK. In the event a dispute arises between the CONTRACTING BODY and any PRIME CONTRACTOR occasioned by delays or other actions of another PRIME CONTRACTOR, additional retainage in the sum of one and one-half (1 ½) times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the CONTRACTOR causing the additional claim furnishes a BOND satisfactory to the OWNER to indemnify the OWNER against the claim. The certificate given by the ENGINEER shall list in detail each and every uncompleted item and a reasonable cost of completion. Final payment of any amount so withheld for the completion of the minor items shall be paid forthwith upon completion of all the items in the certificate of the ENGINEER.

The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site. This should not include any pipes or pipe fixtures.

Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration or any damaged WORK except such as may be caused by agents or employees of the OWNER.

Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him/her under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within sixty (60) days of completion and acceptance of the WORK.

The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agent harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material, men and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory

evidence that all obligations of the nature designated above have been paid, discharged or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the OWNER to either the CONTRACTOR, his/her Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his/her sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21. INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by him/herself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- a) Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;
- c) Claims for damages because of bodily injury, sickness, or disease or death of any person other than his/her employees;
- d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
- e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

CERTIFICATE OF INSURANCE approved by the OWNER shall be required before any NOTICE TO PROCEED is issued by the OWNER. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his/her own expense during the CONTRACT TIME, liability insurance as hereinafter specified.

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him/her from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by him/herself or by any SUBCONTRACTOR under him/her, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him/her, insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in one accident.

The CONTRACTOR shall procure and maintain at his/her own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the State in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his/her employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his/her employees not otherwise protected. The CONTRACTOR shall secure "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, OWNER, and Centre Region Parks & Recreation Authority.

22. CONTRACT SECURITY

The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR, to all persons supplying labor and materials in the execution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State in which the WORK is to be performed. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the State in which the WORK is to be performed, CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BONDS shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of his/her right, title, or interest therein, or his/her obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their 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, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his/her agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or under workmen's compensation acts, disability benefit acts, or other employee benefits acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his/her agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

25. SEPARATE CONTRACTS

The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate his/her WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

The OWNER may perform additional WORK related to the PROJECT by him/herself, or he/she may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he/she is performing the additional WORK him/herself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his/her WORK with theirs.

If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to 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 him/her in additional expense or entitles him/her to an extension of the CONTRACT TIME, he/she may make a claim therefore as provided in the GENERAL CONDITIONS.

26. ENGINEER'S AUTHORITY

The ENGINEER shall act as the OWNER'S representative during the construction period. He/she shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He/she shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site

and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The ENGINEER shall promptly make decisions relative to the interpretation of the CONTRACT DOCUMENTS.

27. LAND AND RIGHTS-OF-WAY

Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and the rights-of-way acquired.

The CONTRACTOR shall provide at his/her own expense and without liability to the OWNER any additional land and access that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

28. GUARANTY

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of FINAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of FINAL COMPLETION of the system that the completed system is free of all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The MAINTENANCE BOND in an amount of 15% of the contract amount shall provide the one year guarantee as stated in the bond.

29. ARBITRATION

All claims, disputes, and other matters in questions arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by the GENERAL CONDITIONS shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

30. TAXES

The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the law of the place where the WORK is performed.

31. ACT 287

The CONTRACTOR is advised that existing utility locations shown on the Plans are shown from the best available information. The CONTRACTOR is hereby advised of his/her obligation under Act 287 to contact the utility companies in the field. The OWNER and ENGINEER will not assume any responsibility for the failure of the CONTRACTOR to fulfill his/her obligations under Act 287.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE NUMBER	TITLE	PAGE
1	MAINTENANCE OF WORK AREA	2
2	ANTI-KICKBACK ACT	2
3	COMPLIANCE WITH CLEAN AIR ACT	2
4	PROTECTION OF LIVES AND PROPERTY	3
5	PROHIBITED INTERESTS	3
6	WITHHOLDING OF PAYMENTS	4
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SUPPLEMENTAL GENERAL CONDITIONS

1. MAINTENANCE OF WORK AREA

- a) Continuously maintain work area free of debris, garbage and clutter.
- b) Maintain service for a sanitary facility onsite.
- c) Execute work by methods to minimize raising dust from construction operations. Apply water, CaC1 or other chemical to limit dust from work area as necessary.
- d) Temporary portable toilet facilities are located on the project site. Contractor, and subcontractors may utilize these facilities during the project work hours.

2. ANTI-KICKBACK ACT

- a) The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

Title 18 U.S.C., Section 874:

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

Title 40 U.S.C., Section 276c:

Regulations governing Contractors and Subcontractors - The Secretary of Labor shall make reasonable regulations for Contractors and Subcontractors engaged in the construction, prosecution, completion, or repair of public buildings, public works, or building or work financed in whole or in part by loans (made, insured, or guaranteed) or grants from the United States, including a provision that each Contractor and Subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week.

3. COMPLIANCE WITH CLEAN AIR ACT

- (a) If the contract exceeds \$100,000, the Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act and (42 U.S.C. 1857 c-9) Section 308 of the Water Pollution Control Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. Such regulations and guidelines can be found at 40 CFR

15.4 and 40 CFR 17126 dated April 16, 1975. In so doing, the Contractor further agrees:

- b) As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
- c) To certify that any facility to be utilized in the performance of any non-exempt contractor subcontractor is not listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20 as of the date of contract award.
- d) To include or cause to be included the above criteria and requirements in every non-exempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

As used in these paragraphs, the term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site or operations, owned, leased, or supervised by a grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or sited of operations or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographic area.

4. PROTECTION OF LIVES AND PROPERTY

- a) In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.
- b) The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance, or operation.

5. PROHIBITED INTERESTS

- a) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested

personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, insurance contract, or any other contract pertaining to the project.

6. WITHHOLDING OF PAYMENTS

The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims.
- c) Failure of Contractor to make payments properly to subcontractors or for material or labor.
- d) A reasonable doubt that the work can be completed for the balance then unpaid.
- e) Damage to another Contractor.
- f) Performance of work in violation of the terms of the CONTRACT DOCUMENTS.
- g) Where work on unit price items are substantially complete, but lack clean-up and/or corrections ordered by the ENGINEER, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and correction.

7. PROJECT CONFERENCES

a) PRE-CONSTRUCTION CONFERENCE

- 1) OWNER will schedule a conference after Notice of Award.
- 2) Attendance Required: OWNER and CONTRACTOR.
- 3) Attendance Requested: all relevant utility companies and authorities.
- 4) Agenda:
 - a) Introductions of persons present.
 - b) Project review.
 - c) Contract Administration:
 - 1) Notice to Proceed, completion date
 - 2) Shop drawing certification submission
 - 3) Progress schedule and schedule of payments
 - 4) Emergency procedures
 - a) Contractor is obligated to act to prevent threatened damage, injury, or loss
 - b) Name and phone numbers of representatives in case of emergencies
 - 5) Pay Requests

- d) Payroll Submissions
- e) Safety and Protection
 - 1) CONTRACTOR responsible for initiating, maintaining, and supervision all safety precautions and programs
- f) Job Conferences
 - 1) Meetings as needed to be conducted onsite (weather permitting)
- g) Inspection Reports Procedures
 - 1) The Owner may complete a daily inspection report including contractor activities, weather conditions, equipment on site, and employees onsite and requests a contractor representatives signature as well as his/her own signature
- h) Maintenance of Work Areas
 - 1) Continuously maintain area free of debris
 - 2) Daily maintain paved surfaces to dust and mud free condition

b. **PROGRESS JOB CONFERENCES**

1. The Engineer and/or his/her inspector shall schedule the progress job conferences as needed.
2. Attendance required: Job Superintendent, Engineer, and/or CRPRA Inspector.
3. Agenda:
 - a) Review discussion from previous meetings
 - b) Review of work progress
 - c) Field observations, problems, and decisions
 - d) Maintenance of progress schedule
 - e) Planned progress during succeeding work
 - f) Maintenance of quality and work standards
 - g) Other business relating to work

8. **CONTRACT CANCELLATION**

The work to be done under the contracts for which bids are invited is public work to be financed by the OWNER (a public body). The financing is subject to various qualifications and restrictions. The OWNER in good faith intends to consummate such financing, but its ability to do so is subject to many factors beyond its control. It is, therefore, expressly understood and agreed to by each bidder (CONTRACTOR) that, notwithstanding any other provision of the CONTRACT DOCUMENTS that OWNER may cancel the contract at any time before the bidder has been directed to begin, and has actually begun, work under the Contract, if the

financing satisfactory to the OWNER cannot reasonably be consummated as contemplated or if any court of competent jurisdiction shall enjoin or otherwise prohibit the OWNER from proceeding with the work.

9. ACT NO. 247 PROVISIONS

Pursuant to Act No. 247 of the 1972 Pennsylvania General Assembly, all proposals will be subject to all the provisions of all Federal and State statutes dealing with the prevention of pollution and preservation of public natural resources including, but not limited to, the Federal Air Quality Act of 1967; Clean Air Act, as amended; Clean Water Restoration Act Amendments of 1970, and the Water Pollution Control Act Amendments of 1972; the Water Facilities Act (See Consolidated Farmer's Home Administration Act of 1961); The Watershed Protection and Flood Prevention Act; the Pennsylvania Air Pollution Control Act; and all rules and regulations thereunder including, but not limited to, those formulated by the United States Environmental Protection Agency and the Pennsylvania Department of Environmental Resources. Act No. 247 provided that if the successful bidder must undertake additional work due to enactment of new or the amendment of existing statutes, rules, or regulations occurring after the submission of the successful proposal, the Owner shall issue a change order setting for the additional work that must be undertaken, which shall not invalidate the contract. The cost of such a change order to the Owner shall be determined in accordance with the provisions of the contract for change orders to force accounts or, if no such provision is set forth in the contract, then the cost to the Owner shall be the contractor's costs for wages, labor costs other than wages, wage taxes, materials, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit; provided, however, that such additional costs to undertake work not specified in the invitation for proposal shall not be approved unless written authorization is given the successful bidder prior to his/her undertaking such additional activity. In the event of a dispute between the Owner and the successful bidder, procedures for resolution of disputes may be commenced under applicable terms of the construction contract.

10. NONDISCRIMINATION AND EQUAL OPPORTUNITY

Nondiscrimination and equal opportunity are the policy of the Commonwealth in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744, as amended, (43 P.L. & 951, et. seq.), and 43 P.L. & 153, by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

This policy applies to the Contracting Agencies of this Commonwealth (Department of Conservation and Natural Resources, Bureau of Recreation and Conservation), and to applicants who perform under State Contracts.

Every state contract shall contain a nondiscrimination clause barring discrimination in employment, because of race, color, religious creed, handicap, ancestry, national origin, age, or sex.

The applicant shall include this Act and the following nondiscrimination provisions in any construction contract awarded for the project.

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

- a. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- b. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- c. 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. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
- d. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor is not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- e. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

- f. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, the Contract may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
- g. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.
- h. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
- i. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.
- j. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which goods are actually produced.

11. STEEL PRODUCTS PROCUREMENT ACT

1. If any steel products are to be used or supplied in the performance of the Contract, the Contractor agrees that only steel products as defined in the Pennsylvania Steel Products Procurement Act, Act of March 3, 1978, P.L. 6 No. 3, shall be used or supplied in the performance of the Contract by Contractor or any Subcontractor thereunder.
2. Contractor may request a waiver of the requirements of this paragraph by written application therefore to the Owner accompanied by a detailed description of the availability of quantities to meet the requirements of the Contract Documents. Within a reasonable time after receipt of the Contractor's written application, the Owner will either: (a) return the application to the Contractor for further information supporting the Contractor's request; (b) based on the information submitted by Contractor, approve in writing the Contractor's request as to part or all of the Steel products to be used or supplied by the Contractor or any Subcontractor thereunder; or (c) deny the Contractor's request.
3. Each estimate for progress payment and each application for Substantial Completion and final payment submitted by Contractor, which payment includes amounts for steel products used or supplied by the Contractor or any Subcontractor thereunder, shall include an affidavit in the form set forth below.

12. EXCLUSION OF CERTAIN ALUMINUM AND STEEL PRODUCTS

In accordance with Act No. 226 of the 1968 General Assembly of the Commonwealth of Pennsylvania, approved July 23, 1968, no aluminum or steel products made in a foreign country which has been determined as discriminating by the Commonwealth Court shall be furnished or used in the completion of any contract by these Contract Documents.

13. COMPETENT WORKMEN

No person shall be employed by the Contractor or any Subcontractor to do work under this contract except competent and first-class workmen and mechanics. No workmen shall be regarded as competent and first-class except those who are duly skilled in their respective branches of labor, and who shall be paid no less than such rates of wages and for such hours' work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where this work is being done.

14. DRAWING INDEX

The following drawings prepared by Centre Region Parks and Recreation Authority are considered a part of this Contract Document:

<u>SHEET NUMBER</u>	<u>TITLE</u>
01	COVER SHEET
02	SITE PLAN
03	SWALE REGRADING & PROFILE
04	SWALE REGRADING & SECTIONS
05	CONSTRUCTION DETAILS
06	TRAFFIC CONTROL PLAN 1
07	TRAFFIC CONTROL PLAN 2

The standards for roadway construction (Series RC) as published by the PA Department of Transportation are considered a part of this Contract Document unless otherwise modified.

15. UTILITY COORDINATION, MANHOLES, AND VALVE BOXES

“Contractor shall provide written notification to utility providers within the project area informing the utility providers of their schedule to perform work within 10 days of receiving a Notice to Proceed from the Owner. The Contractor shall be responsible to coordinate work with the utility providers. Utility work within the roadway shall be performed prior to placing the wearing course of pavement. The Contractor shall place the BCBC, binder or scratch course as necessary. The utility provider shall then adjust the top of utility casings including but not limited to sanitary manhole lids and water valve boxes. The Contractor

shall then place the final wearing course. In the event the Contractor makes the utility adjustments, he shall first provide the Owner written permission from the utility provider to make the adjustment. In no case shall a newly paved roadway be excavated and patched by a Contractor or utility provider to perform utility adjustments and repairs.”

16. NOTIFICATION TO RESIDENTS

Contractor shall provide written notification to the Postmaster, School District, and any emergency services which serve within the project area three working days prior to performing work that will impact their accessibility to their residence. Update notices shall be distributed during the project as needed.

17. CONSTRUCTION ACCESSIBILITY

A minimum of one lane of S.R. 2004 must be available for traffic at all times, except during periods of permitted and previously coordinated road closures. Provide traffic control in accordance with PA. Dot Publication 203 during periods of lane restrictions. Stone or other approved ramp must be provided at any pavement drop-offs.

18. WORK HOURS

Construction activities are limited to 7:00 AM to 7:00 PM, Monday through Friday and 9:00 AM to 7:00 PM Saturday and Sunday, with exception of the weekends in which athletic tournaments are scheduled for the park. The schedule can be accessed at the following website: http://www.crpr.org/Reg-Parks/Tour_2016.html. Owner must be notified at least 3 days in advance of Saturday and Sunday work activities. Permission to work outside these times must be granted by the OWNER.

19. CONSTRUCTION VIDEOS

- a) A videotape of existing conditions of the project area is not required prior to the start of construction.