

**NEW STANTON BOROUGH
WESTMORELAND COUNTY, PENNSYLVANIA**

SPECIFICATIONS

FOR THE

**NEW STANTON PARK
PARK UPGRADE PHASE IV
CONSTRUCTION OF 3 PICKLEBALL COURTS**

at

715 Thermo Village Road, New Stanton, PA 15672

JULY 2025

PREPARED BY:

WIDMER ENGINEERING INC.

225 West Crawford Avenue
Connellsville, PA 15425
(724) 626-1909 - Phone
(724) 626-8509 - Fax

WE #25638

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ADVERTISEMENT FOR BIDS

**NEW STANTON BOROUGH
WESTMORELAND COUNTY, PENNSYLVANIA
NEW STANTON PARK – PARK UPGRADE PHASE IV – CONSTRUCTION OF 3 PICKLEBALL COURTS**

Sealed Bids for the **New Stanton Park – Park Upgrade Phase IV – Construction of 3 Pickleball Courts** will be received, by **New Stanton Borough**, at the **New Stanton Borough Office, 318 Paintersville Road, New Stanton, PA 15672**, until **4:00 P.M.** local time on **Tuesday, August 5, 2025**. Bids received will be **publicly opened and read at 6:00 P.M.** during their monthly meeting. The Project consists of constructing three pickleball courts with stone base, 2 ½” of 19mm, 1 ½” of 9.5FG, and installation of nets at New Stanton Park at 715 Thermo Village Road, New Stanton, PA 15672.

The **Pre-Bid meeting (NOT MANDATORY)** is scheduled for Wednesday, July 30, 2025 at 10:00 AM at the project location of 715 Thermo Village Road, New Stanton, PA 15672.

Questions can be directed to the Project Manager, Steven Eby, at Widmer Engineering Inc by phone at 724-626-1909 ext. 12.

The Issuing Office for the Bidding Documents is: **Widmer Engineering Inc., 225 West Crawford Avenue, Connellsville, PA 15425**. Electronic PDF documents are available at no charge. Electronic PDF copies, suitable for printing, of the Contract Documents may be viewed and downloaded at the Widmer Engineering website, <https://widmerengineering.com> under the “Bids” tab. Hard copies will not be distributed.

A **Bid Bond** is required to execute the agreement for this Project.

Addenda, if any, will be issued to only those persons who are registered as having obtained Contract Documents.

Owner: New Stanton Borough

By: Cory Thoma

Title: **President**

Date: **7/18/25**
7/25/25

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

Whenever in these Contract Documents the following words, terms and expressions, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Owner: Party of the First Part or First Party to this Contract, acting directly or through any agency, officer or employee duly authorized to act for the said party in the execution of the work required by this Contract.

Engineer: The person or organization duly authorized by the Owner to observe and inspect the execution of this Contract, acting directly or through properly authorized agents, engineers, assistants, inspectors, superintendents or other representatives acting severally within the scope of the particular duties entrusted to them.

Contractor: Party of the Second Part or Second Party to this Contract, acting directly or through his authorized lawful agents, legal representatives, or employees, appointed to act for said party in the performance of the work under Contract, or the Surety in case of default.

Surety or Sureties: The corporate body or bodies approved by the Owner, who are bound with and for the Contractor and who are primarily liable for the satisfactory and acceptable execution and fulfillment of this Contract, and/or the prompt payment in full for labor and materials as provided in the bonds.

Contract: The written agreement executed by and between the Owner and the successful Bidder including collectively all of the Contract Documents, covering the performance of the work and the furnishing of labor and materials in the construction of the Project. Also, any and all supplemental agreements which could reasonably be required to complete the construction contemplated.

Contract Documents: The Contract Documents consist of the Advertisement for Bids, Instruction to Bidders, Bid Proposal, Certification of Non-Segregated Facilities, Bid Bond, Non-Collusion Affidavit of Prime Bidder, Statement of Bidder's Qualifications, Wage Rates, Addenda (if any), Notice of Award, Agreement, Nondiscrimination Clause, Stipulation Against Liens, Performance Bond, Labor and Material Payment Bond, Detailed Breakdown of Lump Sum Bid (if any), Notice to Proceed, Application and Certificate for Payment, Continuation Sheet, Change Order(s) (if any), Certificate of Substantial Completion, Maintenance Bond, General Conditions, Drawings and Technical Specifications.

Specifications: Collectively, all of the definitions, descriptions, directions, provisions, requirements, terms and stipulations contained in the Contract Documents, and all written supplements thereto, made or to be made, pertaining to the Contract, and the materials and workmanship to be furnished under the Contract.

Drawings or Plans: Collectively, all of the drawings or plans (or reproductions of them) pertaining to the construction of the Project and attached to the Contract or otherwise made a part thereof. Also, such supplementary drawings as the Engineer may issue from time to time in order to elucidate or clarify said Contract Drawings, or for showing details which are not shown thereon, or for the purpose of showing changes in the work as authorized under Article 27 of the section entitled General Conditions.

Contract Price: The lump sum(s) or unit price(s) bid by the Contractor and named in the

Proposal, or the total of all payments made or to be made under the Contract at the lump sum(s) or unit price(s), as the case may be.

Bidder: Any individual, firm or corporation submitting a Proposal for the work contemplated herein, acting directly or through a duly authorized representative.

Proposal or Bid or Bid Proposal: The written offer of a Bidder submitted on the approved form prepared for the purpose, to perform the work and to furnish the labor and materials embraced in this Contract, for the consideration of payment at the prices stated.

Proposal Security: The required security furnished with the proposal by a Bidder as guaranty of his ability and intent to qualify for award of the Contract and to enter into a Contract with the Owner for the performance of the work and to furnish satisfactory bonds, as required, if the work involved in the proposal is awarded to him. This may be a money deposit in the form of a draft or a certified check on a solvent bank, or, if permitted, a bid bond.

Certified Check: When the Advertisement indicates that a certified check is required, each Bidder shall submit with his proposal a certified check drawn upon a solvent clearing house bank, and the Bidder who has had the Contract awarded to him and who fails to promptly and properly execute the required Contract and bonds shall forfeit said check.

Bid Bond: When permitted, in lieu of certified checks, bid bonds to be approved by the Owner, may be furnished by the Bidders and their Sureties, conditioned upon the successful Bidder promptly and properly executing the required Contract and bonds.

Performance Bond: The approved and executed form of security furnished by the Contractor and his Surety as a guaranty of good faith to execute and complete the work in accordance with the terms of the Contract Documents.

Labor and Material Payment Bond: The approved and executed form of security furnished by the Contractor and his Surety as a guaranty of good faith to promptly pay or cause to be paid in full such sums as may be due for material furnished and/or labor supplied or performed, services rendered in the prosecution of the work under the Contract.

Notice to Proceed: A written notice to the Contractor, from the Owner or Engineer, of the date on or before which the former is to begin prosecution of the work and on which the Contract period starts.

Project: All the necessary performance and materials required for the satisfactory completion of the work under the Contract as described in the other Contract Documents.

Site: The area which has been secured or reserved by the Owner for use in the performance of the Contract.

Final Estimate: The estimate made by the Engineer to the Owner of the final price of all work performed under the Contract.

Subcontractor: A person, firm or corporation having a direct contract with the Contractor to perform part of the latter's Contract; such as one who installs or furnishes and installs at the site, equipment forming a permanent part of the Contract work, or who furnishes labor at the site for work required by the Contract in accordance with the Contract Documents. This term does not include individual workmen furnishing labor only, nor one who merely furnishes material not worked to a special design.

"Directed", etc.: Wherever in these Contract Documents the words "directed", "required", "permitted", "ordered", "instructed", "designated", "considered necessary", "prescribed", or words of like import are used, it shall be understood that the direction, requirements, permission, order, instruction, designation, or prescription, etc., of the Engineer is intended, unless otherwise specifically stated.

"Approved", etc.: The words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable or satisfactory to, the Engineer, unless another meaning is plainly intended or otherwise specifically stated.

2. RECEIPT OF BIDS

The place to which Proposals must be delivered, the amount of Proposal Security required, and the date, time and place of opening of Proposals, are stated in the Advertisement. The proposal form indicates the location and description of the project to be constructed, and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract.

3. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, upon request of the Owner, submit on the form furnished for that purpose a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the Bid Proposal, and his organization and equipment available for the work contemplated; and, when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

4. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the Contract Documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted.

5. BIDDER RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Contract Documents, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract Documents. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever information concerning subsurface materials or conditions is given on the Drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

6. APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that, in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished is approximate and is given only as a basis of calculation upon which to determine the lowest bidder. The Owner does not assume any responsibility that the quantities shall be obtained in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in Article 27 of the Section entitled General Conditions.

7. PREPARATION OF PROPOSAL

Using the proposal form provided herewith, all bid prices shall be written or typed in ink, in the blank spaces provided for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as being the price bid.

In the unit price bids, the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid including a combination of alternates authorized by the Proposal.

The Bidder shall sign his name and give his business address in the spaces provided therefor. If the Proposal is made by a partnership, it shall be signed by all partners. If made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

8. PROPOSAL SECURITY

Each Proposal shall be accompanied by security in the form of a certified check, or, when specifically permitted, a bid bond, payable to the Owner, in the amount indicated in the Advertisement. Within seven (7) days after the opening of bids, the securities therefor will be returned excepting those which the Owner elects to hold until the award is made, and the successful bidder qualifies and executes the Contract. Such Proposal Security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the form of Agreement and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto. If all Proposals are rejected, the securities therefor will be returned immediately after the determination of such rejection.

9. WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provide. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the

Bidder before the time set for the opening of Proposals. No bids may be withdrawn for the period of time stipulated in the Proposal.

10. RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in or reject any or all proposals as may be deemed to the best interest of the Owner. Proposals which contain any omission, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

11. CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Contract Documents, which shall be included in the work covered by the proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, he may submit to the Engineer a written request for an interpretation thereof.

The Bidder submitting the request will be responsible for its prompt delivery. An interpretation of the Contract Documents will be made only by an addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective bidder on record. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents.

12. SCOPE OF WORK

Unless otherwise provided it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary or incidental to such construction, in full compliance with the Contract Documents.

13. SUBMITTING PROPOSAL

Proposals, accompanied by the Proposal Security, and all Addenda, if any, shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the title and number of the Contract shall appear in the lower left-hand corner.

14. AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time specified in the Proposal.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed Bonds and insurance certificates, to the office of the Owner, within the time specified in the Proposal.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, surety bonds, and insurance certificates shall be executed in triplicate or in

as many copies as the Owner may require.

15. CANCELLATION OF AWARD

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

16. SURETY BONDS

With the execution and delivery of this Contract the successful Bidder receiving the Contract award will be required to furnish, within the time specified, in Article 7, a "performance bond" covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a "labor and material payment bond" in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, and materials furnished.

17. INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner and Engineer, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Compensation Insurance

The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor, shall at all times, indemnify and save harmless the Owner, of and from all claims for Workmen's Compensation which may be made by any employee of the Contractor or his subcontractors.

B. The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him, the Owner, and the Engineer from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Hazards insured against for property damage liability shall include explosion, collapse, underground object, and blasting to the extent that any such exposure exists. The amounts of such insurance shall be non-deductible and as follows:

1) Public Liability

In an amount not less than \$1,000,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.

2) Property Damage

In an amount not less than \$1,000,000.00, with an aggregate of \$1,000,000.00.

The same limits apply to coverage to be provided on any automobiles or trucks used at the site. The policies shall be written on an occurrence basis.

The Contractor shall 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 claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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 or anyone for whose acts any of them be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

C. Builder's Risk Insurance

The Contractor during the progress of the work and until final acceptance by the Owner upon completion of the entire Contract, shall maintain insurance on all work included in the Contract against loss or damage by fire, lightning, wind, explosion, and those perils covered by extended coverage endorsement and vandalism and malicious mischief on the completed value form, in the names of the Owner and the Contractor as their respective interests may appear in an amount equal to one hundred percent (100%) of the insurable value of each building or structure and materials included in this Contract as shall fully protect the interest of the Owner and the Contractor; the risk of damage to the construction work due to the perils covered by said insurance, as well as any other hazards which might result in damage to the construction work, is that of the Contractor

and Surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

D. Railroad Protective Liability and Property Damage Insurance

When the Contract includes work on or under railroad rights-of-way, properties, or areas adjacent to the Railroad, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the railroads.

The Contractor shall submit certificates or other documentary evidence to the Owner for approval, covering Workmen's Compensation Insurance, and Public Liability and Property Damage Insurance, and Builder's Risk Insurance, and Railroad Protective Liability and Property Damage Insurance if required.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing five (5) days prior to cancellation of the policy. The certificate for each policy shall be executed in triplicate.

18. CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within ninety (90) days after Contract execution, and the delay is not caused by the Contractor or accepted by him in writing, the Contract may be declared null and void.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he does so on his own responsibility.

19. COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract shall be **90 (ninety)** calendar days from the "Notice to Proceed", and the amount of liquidated damages to be charged against the Contractor shall be **\$100.00** per day. The amounts deducted are liquidated damages not penalties.

20. WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the completion of employment with respect to certain categories and classifications of employees.

The rates of pay set forth in the wage rate schedule are the minimal to be paid during the life of the Contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

21. EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for insuring that employees and applicants for employment are not discriminated against because of race, color,

religion, sex or national origin.

22. RESIDENT WORKMEN

According to Section 754, Public School Code of Pennsylvania, 1949, as amended, laborers and mechanics employed shall have been residents of the Commonwealth of at least 90 days prior to their employment. Failure to comply with this provision shall be sufficient legal reason to refuse payment of the contract price to the Contractor.

23. HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability by employer, employment agencies, labor organizations, contractors, and others. The Contractor shall agree to comply with the provisions of this Act, as amended.

24. STANDARD OF QUALITY

The various materials and products specified by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe a material or product as minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", that shall be subject to equals only as approved by the Engineer.

25. STEEL PRODUCTS PROCUREMENT ACT

In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, approved March 3, 1978, if any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States as defined therein shall be used or supplied in the performance of the Contract or any subcontracts thereunder.

26. MAINTENANCE BOND

Attention to Bidders is particularly called to the requirement that the Contractor must provide the Owner with a one (1) year maintenance bond in the amount of 100% of the Contract amount upon completion of said project. Said bond shall be in effect for a period of one (1) year from the date indicated on the Certificate of Substantial Completion or as required by Articles 9 and 33 in the General Conditions.

BID PROPOSAL

To: New Stanton Borough
 318 Paintersville Road
 New Stanton, PA 15672

For: New Stanton Park – Park Upgrade Phase IV - Construction of 3 Pickleball Courts
 New Stanton Borough, Westmoreland County, PA
 W.E. #25638

Bidders:

1. The undersigned, after having familiarized with the existing conditions of the project area affecting the cost of the work, and with all the Contract Documents and Addenda, if any thereto, as prepared by Widmer Engineering Inc., hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services including utility and transportation services required to construct and complete the **New Stanton Park – Park Upgrade Phase IV – Construction of 3 Pickleball Courts**, all in accordance with the Contract Documents, for the [UNIT PRICES] attached:

BASE BID

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Install 2” of Padot 2A stone rolled in on as a leveling course as per drawings and details	LS	1		
2	Install 2 ½” of 19mm asphalt as per drawing	LS	1		
3	Install 1 ½” of 9.5 FG asphalt as per drawing	LS	1		
4	Paint all lines per pickleball courts	LS	1		
5	Install Posts and Pickle Ball nets	LS	1		

TOTAL BASE BID AMOUNT: _____ **(Digits)**

TOTAL BASE BID AMOUNT IN WORDS: _____

ALTERNATE BID #1-Fence around site

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Install fence around site as per drawing	LS	1		

TOTAL ALTERNATE BID #1 AMOUNT: _____ **(Digits)**

TOTAL ALTERNATE BID #1 AMOUNT IN WORDS: _____

ALTERNATE BID #2-Level seal coating

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Install 2 coats of Acrylic Resurfacer paint with silica sand	LS	1		

TOTAL ALTERNATE BID #2 AMOUNT: _____ **(Digits)**

TOTAL ALTERNATE BID #2 AMOUNT IN WORDS: _____

ALTERNATE BID #3-Handicap Parking Spaces

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Pave Parking space #1	SY	93		
2	Pave Parking space #2	SY	26		
3	Pave Parking space #3	SY	26		
4	Paint Handicap parking space and signage	EA	4		

TOTAL ALTERNATE BID #3 AMOUNT: _____ **(Digits)**

TOTAL ALTERNATE BID #3 AMOUNT IN WORDS: _____

ALTERNATE BID #4-Handicap Path to Gazebo

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Pave walking Path with 9.5mm 5.5' wide	LF	750		

TOTAL ALTERNATE BID #4 AMOUNT: _____ **(Digits)**

TOTAL ALTERNATE BID #4 AMOUNT IN WORDS: _____

ALTERNATE BID #5-Walking Path

NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Pave walking Path with 9.5mm 5.5' wide	LF	110		

TOTAL ALTERNATE BID #5 AMOUNT: _____ **(Digits)**

TOTAL ALTERNATE BID #5 AMOUNT IN WORDS: _____

2. In submitting this Bid, the Bidder understands that the right is reserved by the **NEW STANTON BOROUGH** to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within **Thirty (30)** days after the opening thereof or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond or bonds within **Ten (10)** days after the Notice of Award is delivered.
3. Security in the sum of \$ _____ dollars, in the form of _____, is submitted herewith in accordance with the Instruction to Bidders.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which the Bid is submitted.
5. The Bidder is required to submit an experience statement with this Bid.
6. The Bidder will complete the project within **Ninety (90) Calendar Days or by December 1, 2025** of receipt of a Notice to Proceed.
7. The undersigned represents that he is in receipt of the following number of Addenda _____.

Respectfully submitted,

BIDDER

BY: _____
(Signature)

TITLE: _____

BUSINESS ADDRESS:

EIN: _____

PHONE: _____

FAX: _____

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder.
2. Permanent main office address.
.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract?

If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this Contract.

12. Experience in construction work similar in scope to this project.

13. Background and experience of principal members of the organization, including the officers.

14. Credit available: \$_____.

- 15. Provide Bank reference: _____.
- 16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?_____.
- 17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

Name of Bidder: _____

By:_____

Title:_____

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or natural origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. ss 1001.

Date: _____, 20_____

Name of Bidder

BY _____

TITLE _____

Official Address:



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

AFFIDAVIT RE:
ACCEPTING PROVISIONS OF THE WORKMAN'S COMPENSATION ACT

State of _____

County of _____

SS:

(Name of Officer, if Corporation)

(Title of Officer, if Corporation)

(Name of Contractor)

being duly sworn according to law deposed and says that he/they/it has/have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and has/have insured his/their/its liability thereunder in accordance with the terms of said Act with _____ Company.

(Contractor)

Signature of Officer or Agent

SWORN to and subscribed before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires:

NOTICE OF AWARD

Date of
Issuance:

Owner: **New Stanton Borough**

Owner's Contract No.:

Engineer: Widmer Engineering Inc.

Engineer's Project No.: 25638

Project: **New Stanton Park – Park Upgrade Phase IV –
Construct 3 Pickleball Courts**

Bidder:

Bidder's
Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **New Stanton Park – Park Upgrade Phase IV- Construct 3 Pickleball Courts**

The Contract Price of the awarded Contract is: \$ _____

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **New Stanton Borough**

Bidder:

Authorized Signature

Authorized Signature

By:

Title:

Title:

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between **New Stanton Borough**, hereinafter called OWNER, and _____, doing business as an _____, (Individual or a Partnership or a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH, that the OWNER and the CONTRACTOR mutually agree to the following:

1. The CONTRACTOR, for and in consideration of the payment herein specified and agreed to by the OWNER hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work, labor and other services necessary for the construction and completion of the PROJECT as described herein.

The OWNER will pay the CONTRACTOR for the performance of the AGREEMENT, in current funds, subject to additions and deductions as provided in the GENERAL CONDITIONS of the CONTRACT AGREEMENT, the sum of _____ (\$ _____).

The Contract Documents prepared by Widmer Engineering Inc., hereinafter called ENGINEER, are made part of this AGREEMENT.

2. The PROJECT location and description being situated as follows:

WE #25638 – New Stanton Park – Park Upgrade Phase IV – Construct 3 Pickleball Courts

Work will consist of but is not limited to – Installing 6” of 2B stone, compacting, paving, install nets, and painting lines at the New Stanton Park at address 715 Thermo Village Road, New Stanton, PA 15672.

3. The CONTRACTOR further covenants and agrees that all work shall be performed in the best and most workmanlike manner. He also agrees that all materials furnished and labor performed shall be in strict and complete conformity in every respect, with all parts of this AGREEMENT and shall be subject to the inspection and acceptance of authorized representatives of the OWNER. In the event that any portion of the work (including materials supplied pursuant thereto) performed by the CONTRACTOR is rejected by the authorized representatives as defective, unsuitable, or unacceptable, the CONTRACTOR agrees to remove and replace all such rejected portions of work in conformance with this AGREEMENT and to the satisfaction of and at no expense to the OWNER. The CONTRACTOR further covenants that prompt payment will be made in full for all labor and materials used in the performance of work on this PROJECT.
4. The CONTRACTOR covenants and agrees that all work (including, but not limited to, all labor performed and all materials supplied) on this PROJECT shall be performed and completed to the satisfaction of the OWNER on or before the expiration of **Ninety (90) calendar days** after written Notice to Proceed with work has been given by the OWNER. If for any reason, except as provided in the GENERAL CONDITIONS, the CONTRACTOR fails to complete all work on this PROJECT to the satisfaction of the ENGINEER within the aforementioned time allowed, the OWNER shall deduct from any sums due or which may become due the CONTRACTOR **One Hundred dollars (\$100)** for each calendar day used in excess of the aforementioned number of days allowed, or, in case a completion date is fixed, for each calendar day elapsing between the completion date and the actual date of completion. If no sums are due the CONTRACTOR, the CONTRACTOR agrees to

remit to the OWNER the aforementioned sum for each day used in excess of the time allowed for completion of the PROJECT. The amounts deducted or remitted under this paragraph are liquidated damages not penalties.

5. The CONTRACTOR further covenants and warrants that he has had sufficient time to examine the site of the project to determine the conditions to be encountered; that he is fully aware and knows of the conditions to be encountered; and that he has based the BID PROPOSAL prices on his own independent examination and investigation of the project site and conditions, and has not relied on any subsurface information furnished to him by the OWNER, or its agents or its consultants.
6. The CONTRACTOR shall not do any work (including, but not limited to, the supply of labor and/or materials) not covered by the CONTRACT DOCUMENTS, unless such work has been authorized in writing by the ENGINEER. In no event shall the CONTRACTOR incur any liability by reason of refusing to obey any verbal directions or instructions that he might be given to perform additional or extra work. Likewise, the OWNER will not be liable for any work performed as additional or extra work, unless such work is required of the CONTRACTOR in writing by the ENGINEER. All such work which might have been performed by the CONTRACTOR without such written order first being given shall be at the CONTRACTOR'S risk, cost and expense, and the CONTRACTOR hereby covenants and agrees compensation for such unauthorized work.
7. It is further distinctly agreed that the CONTRACTOR shall not assign this AGREEMENT, or any part thereof, nor any right to any sums to be paid him hereunder, nor shall any part of the work to be done or material furnished under this AGREEMENT be sublet, without the consent in writing of the OWNER.
8. The OWNER will pay to the CONTRACTOR in the manner at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS. When a BID PROPOSAL is made on a Lump Sum Basis, the CONTRACTOR agrees to submit, to the ENGINEER, a detailed breakdown of costs to serve as a basis of estimate for periodic payment during construction.
9. It is also agreed and understood that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER arising out of, or by reason of, the work done and materials furnished under this AGREEMENT.
10. In order to secure proper and complete compliance with the terms and provisions of this AGREEMENT, the CONTRACTOR shall provide a bond in a sum equal to one hundred percent (100%) of the contract price of the work to be done. The CONTRACTOR shall also secure an additional bond in the same amount for the prompt payment in full for all labor and materials supplied in performing work on this PROJECT. The CONTRACTOR shall also secure an additional bond in the same amount for maintenance of the completed project for a period of one (1) year from the date of final acceptance by the OWNER. All bonds are attached hereto.

11. The CONTRACTOR in undertaking the work to be performed under the terms of this AGREEMENT, covenants and agrees to comply with the required contract provisions set forth in the Nondiscrimination Clause which is attached.
12. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) ADVERTISEMENT FOR BIDS
 - (b) INSTRUCTIONS TO BIDDERS
 - (c) BID PROPOSAL
 - (d) BID BOND
 - (e) STATEMENT OF BIDDER'S QUALIFICATIONS
 - (f) PUBLIC WORKS EMPLOYMENT VERIFICATION FORM
 - (g) NON-COLLUSION AFFIDAVIT
 - (h) STIPULATION AGAINST LIENS
 - (i) CERTIFICATION OF NON-SEGREGATED FACILITIES
 - (j) NOTICE OF INTENT TO AWARD
 - (k) NOTICE OF AWARD
 - (l) AGREEMENT
 - (m) PERFORMANCE BOND
 - (n) PAYMENT BOND
 - (o) NOTICE TO PROCEED
 - (p) PAYMENT APPLICATION
 - (q) CERTIFICATE OF SUBSTANTIAL COMPLETION
 - (r) CHANGE ORDER(S) (if any)
 - (s) NON-DISCRIMINATION CLAUSE
 - (t) MAINTENANCE BOND
 - (u) PREVAILING WAGE RATES
 - (v) GENERAL CONDITIONS
 - (w) ADDENDA (if any)
 - (x) **DRAWINGS AND TECHNICAL SPECIFICATIONS, PREPARED BY THE ENGINEER**
13. The CONTRACTOR agrees to execute and record a STIPULATION AGAINST LIENS in the form provided herewith prior to commencement of any work required thereby, or the acquisition of any materials therefore.
14. This AGREEMENT, including all CONTRACT DOCUMENTS, 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 (3) copies** each of which shall be deemed an original on the date first above written.

ATTEST:

OWNER:

Name_____

Name_____

Title_____

Title_____

(SEAL)

ATTEST:

CONTRACTOR:

Name_____

Name_____

Title_____

Address_____

(SEAL)

(Use only when Contractor is a Corporation)

Certification:

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

(Corporate Seal)

Title:_____

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

New Stanton Borough
318 Paintersville Road
New Stanton, PA 15672

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location): **Contract 25638 – New Stanton Park – Park Upgrade Phase IV – Construct 3 Pickleball Courts**

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence,

to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER (name and address):

New Stanton Borough
318 Paintersville Road
New Stanton, PA 15672

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*: Contract 25638 – **New Stanton Park – Park Upgrade Phase IV – Construct 3 Pickleball Courts**

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to
6. the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be

liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;

5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

NOTICE TO PROCEED

Owner:	New Stanton Borough	Owner's Contract No.:
Contractor:		Contractor's Project No.:
Engineer:	Widmer Engineering Inc.	Engineer's Project No.: 25638
Project:	New Stanton Park – Park Upgrade Phase IV – Construct 3 Pickleball Courts	Contract Name:
		Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner: New Stanton Borough

Authorized Signature	Authorized Signature
By:	By:
Title:	Title:
Date Issued:	Date Received:

Copy: Engineer

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner): New Stanton Borough	From (Contractor):	Via (Engineer): Widmer Engineering Inc.
Project: New Stanton Park – Park Upgrade Phase IV - Construct 3 Pickleball Courts	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 25638

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	
				1. ORIGINAL CONTRACT PRICE..... \$ _____
				2. Net change by Change Orders..... \$ _____
				3. Current Contract Price (Line 1 ± 2)..... \$ _____
				4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ _____
				5. RETAINAGE:
				a. X _____ Work Completed..... \$ _____
				b. X _____ Stored Material..... \$ _____
				c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
				8. AMOUNT DUE THIS APPLICATION..... \$ _____
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ _____
TOTALS				
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature By: _____	Date: _____

Payment of:	\$ _____	
		(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____	_____
	(Engineer)	(Date)
Payment of:	\$ _____	
		(Line 8 or other - attach explanation of the other amount)
is approved by:	_____	_____
	(Owner)	(Date)
Approved by:	_____	_____
	Funding or Financing Entity (if applicable)	(Date)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: New Stanton Borough	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Widmer Engineering Inc.	Engineer's Project No.: 25638
Project: New Stanton Park – Park Upgrade Phase IV – Construct 3 Pickleball Courts	Contract Name:

This [preliminary] **[final]** Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate (if applicable). This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Date of Issuance:	Effective Date:
Owner: New Stanton Borough	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Widmer Engineering inc.	Engineer's Project No.: 25638
Project: New Stanton Park – Park Upgrade Phase IV– Construct 3 Pickleball Courts	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days</div>
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

NONDISCRIMINATION CLAUSE

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

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color religious creed, ancestry, national origin, age or sex. Contractor shall take affirmative action to 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.
2. 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.
3. 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.
4. 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 was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or of 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.
6. 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 such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further contracts, and other sanctions may be imposed and remedies invoked.
7. 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.
8. Contractor shall actively recruit minority subcontractors and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Signature/Date

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto the New Stanton borough, (hereinafter called the
Obligee), the sum of _____ Dollars
(\$ _____), for payment of which sum will and truly be made, we bind
ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly
by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas said Principal has entered into a
certain Contract, hereto attached, with said Obligee dated _____, 20__,
for WE #25638 – **New Stanton Park – Park upgrade Phase IV – Construct 3 Pickleball
Courts.**

NOW, THEREFORE, if the Principal shall remedy without cost to the Obligee any defects which
develop during a period of one (1) year from the date of completion and acceptance of the work
performed under said Contract provided such defects, in the judgment of the Obligee or his
successor having jurisdiction in the premises, are caused by defective inferior materials or
workmanship, then this obligation shall be void; otherwise it shall remain in full force and virtue.

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

Witness:

(Individual Principals sign here)

Title: _____ (SEAL)

Attest:

(Corporate Principal sign here)

By _____

Title: _____

By: _____

Title: _____ (SEAL)

(Surety sign here)

BY: _____

Title: _____ (SEAL)

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

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

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

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS

All of the Contract Documents are complementary, and the requirements of any one shall be considered as the requirements of all.

- A. In the event the Contractor discovers any discrepancy in the Contract Documents, the matter shall immediately be submitted to the Engineer, whose decision therein shall be final. The Contractor will not be held responsible for the discovery of such discrepancies, but any work done on the item involved after such discovery, and prior to authorization by the Engineer, will be done at the Contractor's risk.
- B. In case of any discrepancy between scaled dimensions and figures, figured dimensions shall govern. In case any work dimension is not given on the Drawings, the Contractor shall obtain the figure from the Engineer. In no case shall the Contractor determine such dimensions by scaling the Drawings.
- C. Deviations from the Contract Documents required by the exigencies of construction shall be determined by the Engineer only and authorized in writing.
- D. Supplemental detailed drawings and instructions shall be furnished by the Engineer when and as he determines that such drawings and instructions are required for successful completion of the Project.
- E. Unless otherwise provided, the Contractor will be furnished two (2) copies of the Contract Documents free of charge, with additional copies, if required, being furnished at cost.
- F. At all times, the Contractor shall keep on the Project Site, available to the Engineer and his representatives, one (1) copy of the Contract Documents.

2. ENGINEER'S STATUS DURING CONSTRUCTION

The Engineer shall be the Owner's representative during the construction period. All instructions of the Owner to the Contractor shall be issued through the Engineer. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in these General Conditions and shall not be extended without written consent of the Owner and Engineer.

The Engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality of the work nor will he be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of contractors.

The Engineer will have authority to disapprove of or reject work, which is defective; i.e., it is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval. He will also have authority to require special inspection or testing of the work, whether or not the work is fabricated, installed or completed.

If the Owner and Engineer agree, the Engineer will provide one or more full time Resident Project Representatives to assist the Engineer in carrying out his responsibilities at the site.

Neither the Engineer's authority to act under this Article nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.

3. ENGINEER'S INTERPRETATIONS AND DECISIONS

The Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the work, such clarifications and interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in Article 27.

The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for decision, which he shall render in writing within a reasonable time.

Either the Owner or the Contractor may demand arbitration with respect to any such claim, dispute or other matter that has been referred to the Engineer, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with Article 5. However, no demand for arbitration of any such claim, dispute or other matter shall be made until the earlier of (a) the date on which the Engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the Engineer if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the Engineer rendered his written decision in respect of the claim, dispute or other matter as to which arbitration is sought, and the failure to demand arbitration within said thirty days' period shall result in the Engineer's decision being final and binding upon the Owner and the Contractor. If the Engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

4. ORDER OF WORK: USE OF COMPLETED PORTIONS

The Contractor shall complete any portion or portions of the work in such order of time and shall direct the application of forces to any portion of the work, as in the judgment of the Engineer is required. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work even though the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed as acceptance of that portion of work by the Owner.

5. ARBITRATION

All decisions of the Engineer shall be final except in cases involving time or financial considerations, which, if no agreement regarding such cases is reached, shall be subject to arbitration. The demand for and procedure of arbitration, and the selection of arbitrators shall conform to the practice recommended by the Joint Conference on Standard Construction Contracts, as set forth in the "Standard General Conditions for Engineering Construction", issued by said Joint Conference.

6. ENGINEERING STAKES

Unless otherwise indicated in other sections of the Contract Documents, the Contractor shall furnish, set and maintain without cost to the Owner, suitable stakes, grade boards, temporary structures, templates and other materials for establishing and maintaining points, marks, and lines, and shall furnish the Engineer with such assistance as he may require in checking such points, marks, or lines and in checking measurements necessary in the prosecution of the work.

The Contractor shall be held responsible for the preservation of all stakes and marks.

7. DEFECTIVE WORK

When any material not conforming to the requirements of the Contract Documents has been delivered upon the site of the Project or incorporated in the work, or when any work performed is of inferior quality, such material or work shall be considered as defective and shall be immediately removed and renewed or made satisfactory as directed by the Engineer, at the expense of the Contractor. Failure or neglect on the Engineer, to condemn or reject any bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials, if such bad or inferior material or work becomes evident at any time prior to the final acceptance of the work and the release of the Contractor by the Owner; nor shall it be construed as barring the Owner at any subsequent time from the recovery of damage in such sum of money as may be needed to build anew all portions of the work in which fraud was practiced or improper materials hidden, whenever found.

The Contractor shall remove at his own expense any work or material condemned, and shall rebuild and replace the same without extra charge, or in case the Engineer should not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, he shall have the power and is hereby authorized to make an equitable deduction from the stipulated price.

The Contractor shall promptly move from the premises all materials condemned by the Engineer as failing to conform to the Contract Documents whether incorporated in the structure or not, and the Contractor shall promptly replace his own work in accordance with

the Contract 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. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, or if materials previously condemned and removed from the site of the work are subsequently found at the same or other site of work, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, deduct all the costs and expenses of such removal from any monies that may be due the Contractor.

8. MATERIALS

- A. The Contractor shall furnish the Engineer, promptly after the award or execution of the Contract, with a complete statement of the origin, composition and manufacture of all materials to be used in the construction of the Project. Only materials conforming to the requirements of the Contract Documents and approved by the Engineer shall be used in the work.
- B. Representative preliminary samples of the materials, of the character and quality prescribed in the Contract Documents, shall be submitted when indicated or directed, for advance examination or test, and written approval of the quality of such samples shall be received by the Contractor prior to obtaining materials from the respective sources of supply.
- C. Samples of all materials requiring laboratory tests shall be taken under the direction or supervision of, or in the manner prescribed by the Engineer, and such materials shall not be used until accepted as the result of such tests, and then only so long as the quality of the material remains equal to that of the accepted sample. The acceptance at any time of any material shall not be a bar to its future rejection if it is subsequently found to be defective or inferior in quality of uniformity to the material specified.
- D. Required laboratory tests of materials shall be made by a testing laboratory or agency selected or approved by the Engineer and in accordance with the methods indicated herein. When standard specifications and serial numbers of technical societies and associations are stipulated, the reference shall be construed to be the latest of such specifications and serial numbers.
- E. The Contractor shall be responsible for payment for all laboratory tests, mill inspection and tests conducted by the testing laboratory or agency at the shops or mills of the producers.
- F. For tests or inspections conducted by, and at the option of, the Engineer, at sites other than the testing laboratory and not under the jurisdiction thereof, the Contractor, without cost to the Owner, shall furnish all material, labor, tools, and equipment, and every facility for the verification of the accuracy of all scales, measures and testing equipment, necessary for such tests or inspections.
- G. The Contractor shall permit or arrange with the producer to permit the Engineer or any agent of the testing laboratory to inspect or test any and all material being used or to be used, at any time before, during or after its preparation, or while being used during the progress of the work or after the work has been completed.

- H. Materials shall be stored so as to insure preservation of their specified quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard and clean surfaces, and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without permission of the Owner or lease of the property.
- I. If any material intended for use in the construction of this Project has been inspected and rejected after such materials have been delivered to the Site, all such rejected material shall be immediately removed from the property by the Contractor.

9. EQUIPMENT AND MACHINERY

All apparatus, mechanisms, equipment, machinery and manufactured articles for incorporation in the work shall be the new and unused standard products of recognized reputable manufacturers.

Unless otherwise specifically provided in the Contract Documents, all workmanship, equipment, materials, and articles incorporated in the work covered by this Contract are to be of the highest quality and grade of their type. Whenever in the Contract Documents, any material, article, device, product, fixture, form, type of construction, or process is indicated or specified by patent or proprietary name, by name of the manufacturer, or by catalog number, such shall be deemed to be used for the purpose of establishing a standard and shall be deemed to be followed by the words "or approved equal."

Where the Contractor desires to use a non-specified item or method, which is considered to be an "approved equal" to the item or method specified, the approval of the Engineer must be obtained. The Engineer shall be the sole judge as to the quality of the item or method proposed by the Contractor.

All equipment and machinery, and parts and assemblies thereof, entering into the work shall be tested as specified. Unless waived in writing by the Engineer all field and operating tests shall be made in the presence of the Engineer or his authorized representative. When such a waiver is issued, sworn statements in duplicate of the tests made and the results thereof shall be furnished to the Engineer by the Contractor or manufacturer. Costs of all tests and trials, with the exception of the Engineer's expenses, shall be borne by the Contractor and shall be included in the Contract Price. Inspections or tests of apparatus, machinery, or equipment shall be made at the option of the Engineer at the point of production, manufacturer, installation or shipment.

Unless otherwise provided in the Agreement all machinery and equipment, parts and assemblies thereof to be furnished and installed by the Contractor, shall be guaranteed against defective materials and workmanship by the Contractor for a period of one (1) year from the date indicated on the Certificate of Substantial Completion. In the event of failure of any part or parts during the period specified, due to the above causes, the affected part or parts shall be replaced by the Contractor promptly upon notice of the Owner. In the event of failure of prompt replacement by the Contractor, such replacement may be made by the Owner at the Contractor's expense.

10. OBSERVANCE OF LAWS

The Contractor shall at all times observe and comply with all Federal and State laws and local by-laws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the Project, as well as all orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees or the Contract.

11. REGULATIONS OF THE DEPARTMENT OF LABOR AND INDUSTRY

Special attention is drawn to the regulations of the State Department of Labor and Industry relating to trenches and excavations, tunnel construction, equipment, materials, labor, safety, sanitation, and other regulations on which the Contractor shall be fully informed and with which he shall fully comply.

The Contractor shall receive no additional compensation for sheeting, bracing and shoring, or other work or materials required on his part solely for the purpose of conforming to the regulations of the State Department of Labor and Industry. Observance of and compliance with said regulations shall be solely and without qualification the responsibility of the Contractor, without reliance or superintendence of or direction by the Owner or Engineer.

12. SANITARY CONVENIENCES

Sanitary conveniences complying with the regulations of the State Health Department or other bodies having jurisdiction therewith, shall be provided for the use of the workmen, and their exclusive use strictly enforced.

13. PERMITS AND LICENSES

With the exception of Pennsylvania Department of Transportation, Pennsylvania Department of Environmental Resources, and Railroad crossing permits, which will be obtained by the Owner, the Contractor shall procure all necessary permits and licenses, pay all charges and fees, therefore, and shall give all notices necessary and incident to the proper and lawful prosecution of the work. The cost thereof shall be included in the prices bid for the various items scheduled in the Proposal.

Where work is to be done by the Contractor in placing any pipe or other construction under or within the right-of-way of the Pennsylvania Department of Transportation, Pennsylvania Department of Environmental Resources or railroad company, the Contractor shall be guided by the requirements of the agency or company involved, and shall consult with the officials thereof, relative to the installation. If the agency or railroad company requires any of their personnel to be on hand for supervisory duties in connection with the work, all charges relative to payment for such services shall be borne by the Contractor.

14. PATENTS AND ROYALTIES

The Contractor agrees to indemnify and save harmless the Owner from all suits or actions of every nature and description brought against him, for or on account of the use of patented appliances, products, or processes, or the infringement of any patent, trademark, or copy-right, and the Contractor shall pay all royalties and license fees in connection therewith.

15. NO WAIVER OF LEGAL RIGHTS

Neither the Owner nor the Engineer shall be precluded or stopped by any measurements, estimate or certificate made or given by them or by their agents or employees, under any provisions or provision of the Contract at any time, either before or after the completion and acceptance of the work and payment thereof pursuant to any measurements, estimate or certificate, from showing the true and correct amount and character of the work performed and materials furnished by the Contractor or from showing at any time, that any such measurement, estimate or certificate is untrue or incorrectly made in any particular, or that the work or materials or any part thereof, do not conform in fact to the Contract Documents. The Owner shall have the right to reject the whole or any part of the aforesaid work or materials, should the said measurements, estimate, certificate of payments be found, or be known to be inconsistent with the terms of the Contract, or otherwise improperly given, and the Owner shall not be precluded and stopped, notwithstanding any such measurements, estimate, certificate and payment in accordance therewith and from demanding and recovering from the Contractor or his Surety such damages as the Owner may sustain by reason of the Contractor's failure to comply with the terms of the Contract Documents or on account of any overpayment made on any estimate or certificate. Neither the acceptance by the Owner, the Engineer, or any of their agents or employees, nor any certificate by the Owner for payments of money, nor any payments for, or acceptance of the whole or any part of the work by the Owner or Engineer, nor any extension or remission of time, nor any possession taken by the Owner or his employees shall operate as a waiver of any portion of the Contract or any power herein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative; that is, in addition to each and every other remedy provided.

16. CARE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall take all necessary precaution to prevent damage to all overhead and underground structures and to protect and preserve property within or adjacent to the Project and shall be responsible for damage thereto. Special care must be used by the Contractor in the prosecution of the work in order to avoid interference or damage to any operating utilities or plants. However, where there is a possibility of such interference or damage, the Contractor shall make satisfactory arrangements with responsible officers or with the Owners of the utilities or plants, covering the necessary precautions to be used as safeguards during the performance of the work by the Contractor.

Such arrangement shall be made before work is started and shall be subject to the approval of the Engineer which approval will not be considered as releasing the Contractor from any responsibility for the acts of himself or his employees or representatives. The Contractor shall protect all land monuments and property markers, which will be affected by the construction until they have been correctly referenced. Monuments and markers, which are disturbed by the Contractor during the construction of the Project or otherwise, shall be satisfactorily reset by him at his expense when and as directed. The Contractor shall make good any damage or injury to public or private property and shall promptly make restitution for, or proceed to repair or otherwise restore such damage or injury to property as may be deemed necessary by the Engineer. The Contractor will be held responsible for the protection of or damage done to trees to be left standing and if any are damaged, the Contractor shall have them promptly repaired at his own expense by a qualified tree surgeon,

or replaced as required.

17. PRELIMINARY INSPECTION

Unless the requirement is waived by the Engineer, prior to the start of actual construction operations, the Contractor or his authorized representative shall go over the project accompanied by the Engineer or his designated representative and shall observe for himself, with the approved Drawings before him, all pertinent conditions relative to the Contract, including the status of rights-of-way and structures, obstructions, or other objects to be removed, altered or changed.

18. SAFETY AND PROTECTION: EMERGENCIES

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

- A. All employees on the work and other persons who may be affected thereby.
- B. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
- C. 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 for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. He will notify owners of adjacent utilities when prosecution of the work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the prosecution of the work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, or loss to any property referred to above 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 may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault or drawings or specifications or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be in the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

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, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes 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. If the Contractor believes that additional work done by him in an emergency, which arose from causes beyond his control, entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore, as provided in Article 27.

19. VIOLATION OF CONTRACT

The Owner, upon written notice from the Engineer, or other satisfactory proof, and after having given written notice to the Contractor and his Surety of delay, neglect, or default on the part of the Contractor, shall have full power and authority, without violating the Contract, to declare the Contractor in default on any of the following counts:

- A. Failure to begin work within the time specified in the Notice to Proceed;
- B. Failure to perform the work with sufficient properly skilled workmen and/or proper equipment, or with sufficient materials to insure the completion of said work in accordance with the terms of the Contract;
- C. Neglect or refusal to remove materials or perform anew such work as may be rejected as defective or unsuitable;
- D. Halting prosecution of the work without approval of the Engineer;
- E. Insolvency or bankruptcy, or committing any act of bankruptcy or insolvency;
- F. Allowing a final judgment to stand unsatisfied for a period of forty-eight (48) hours;
- G. Making an assignment for the benefit of creditors;
- H. Failure or refusal, within ten (10) days after written notice, by the Owner, to make payment or show cause why payment should not be made, of any amounts due for labor or materials;
- I. Failure to protect, repair, or make good any damage or injury to property as provided in Article 16;
- J. If a receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days after such appointment;
- K. If the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- L. If the Contractor should fail or refuse to regard laws, ordinances or the instruction of the Engineers, or otherwise be guilty of a substantial violation of any provisions of this Contract;
- M. If the Contractor should fail to maintain the Insurance required under Article 17 of the Instructions to Bidders for the life of the Contract.

After the Owner has declared the Contractor in default, and given him three (3) days written notice, the Owner shall have authority to take the prosecution of the work out of the hands of the Contractor, and appropriate or use any materials and equipment of the Contractor assembled for the Project, and may enter into a contract for the completion of the work.

Should the Owner elect to take the prosecution of the work out of the hands of the Contractor, the Owner may at its option, notify and require the Surety to complete the Contract according to Contract terms, or the Owner may, at its option, complete the Contract with its own forces, in which case the Owner may take all right, title and interest in and to the equipment and materials owned by the Contractor and assembled for use in the execution of the Contract.

If the completion of the Contract by any of the methods described above results in financial loss to the Owner, the Owner may dispose of any of the remaining equipment and materials taken over without further legal processes. Any equipment or materials not required for completion or recoupment of loss or for legal charges against the Contract, or any balance remaining from the disposition of materials and equipment, after deducting losses by the Owner, shall be turned over the party legally or equitable entitled thereto.

20. CONTRACTOR'S RIGHT OF TERMINATION

If, after Notice to Proceed is given, the work is stopped by order of the Owner for a continuous period of ninety (90) days for any cause other than weather conditions or any act of the Contractor, the Contractor shall have the right to terminate this Contract after seven (7) days' written notice to the Owner of such action, provided that order to resume work is not issued by the Owner within such period of seven (7) days. Failure by the Owner to make payment to the Contractor within fifteen (15) days after expiration of the time allowed for such payment by the Contract Documents shall give the Contractor the right to suspend work until payment is made, or at his option, after seven (7) days' notice in writing, should the Owner, continue in default, to terminate this Contract. The Owner shall be barred from making any claim against the Contractor for delay in completion of the work due to the suspension or failure to pay.

In the event of such Contract termination, the Contractor shall be paid as provided in the Contract for all work done and completed in accordance therewith and he shall also be paid, as determined by the Engineer for all extra costs incurred by him due to termination of the Contract, but shall not be paid any amount for loss of anticipated profit on any work not done or not completed.

21. RESPONSIBILITY OF CONTRACTOR

The Contractor shall be responsible for the entire Project determined by the Contract Documents, from the date of the starting of the work until it is accepted as evidence by approval of the Completion Certificate by the Owner. He shall be responsible for removals, and replacements due to action of the elements and all other causes except as otherwise provided in the Contract Documents. The Contractor shall keep the Contract under his own control and it shall be his responsibility to see that the work is properly supervised and carried on faithfully and efficiently. The Contractor shall supervise the work personally or shall have a competent superintendent or representative, who shall be on the site of the Project at all working hours to receive orders and directions from the Engineer and who shall be clothed

with full authority by the Contractor to execute such orders without delay and make arrangements for all necessary materials, equipment and labor.

Renewals or repairs necessitated because of defective materials or workmanship, or due to action of the elements or other natural causes, including fire and flood, prior to the acceptance as determined by the Completion Certificate, shall be done anew in accordance with the Contract Documents at the expense of the Contractor.

22. CONTRACT TIME

The Contract time for completion of the work based either upon consecutive calendar days or a definite calendar date, shall be as specified in the Agreement.

If a number of calendar days is specified, Sundays and legal holidays shall not be included in the computation of the number of consecutive calendar days used in completion of the Contract.

On the basis either of calendar days or of date of completion, in computing the time spent in the execution of the work, no allowance will be made for days or parts of days on which work was suspended or delayed in consequence of an act or omission, such as the non-delivery of materials, or breakdowns of equipment, or failure of the Contractor to obtain or employ sufficient labor or equipment to prosecute the work, or other such reasons or causes which are the responsibility of the Contractor.

Adjustments or extensions of the calendar days or the date of completion will be granted only as hereinafter specified.

If the Engineer in writing suspends the work wholly or in part, as set forth in Article 24 of this Section, but not for reasons, which are the responsibility of the Contractor, the time for completion of the work may be extended by the Engineer. After such suspension of work has expired the Contractor shall have a sufficient time to complete the work remaining to be done, at the rate of progress originally determined by the Owner for the performance of the work and extension of contract item may be made accordingly. In the event working time is extended as aforesaid, such action shall not be construed as relieving the Contractor from his responsibility for lack of satisfactory progress prior to such suspension period. In the event the working time is extended as aforesaid and the Contractor was ahead of the schedule, as estimated by the Engineer, at the time work was suspended, due credit will be given for such advanced progress in computing the extension.

If the Contractor shall be delayed in the completion of the work by reason of unforeseeable or inevitable causes beyond his responsibility, without his fault or negligence, the period specified for completion of the work may be extended by such time as shall be determined by the Engineer, provided that application for extension be made, in writing by the Contractor, not later than two (2) weeks following the dates for which said extension is claimed.

The question of whether or not there is a justifiable cause for granting an extension of time as herein provided shall be determined by the Engineer on the basis of the conditions encountered or leading to such causes. No additional payment will be allowed for damage to or reconstruction of work, previously performed by the Contractor, by or on account of such causes. No extensions of time shall be deemed a waiver by the Owner of any obligations of the Contractor under the terms of the Contract nor as relieving the Contractor

from full responsibility thereunder.

Suspension of work due to unsuitable weather or unfavorable conditions will be considered as valid causes for extension of the contract working time, with written approval of the Engineer.

23. LIQUIDATED DAMAGES

For each calendar day, with the exception of Sundays and legal holidays, that any work shall remain uncompleted after the time specified for the completion of the work provided for by the Agreement, the sum per calendar day specified in the Agreement, shall be deducted by the Owner from monies due the Contractor, not as a penalty but as liquidated damages. Extensions may be made by the Engineer, at his discretion, over the period specified for the completion of the work, for causes for which the Contractor is not responsible and which must delay the completion of the work, and in such case the Contractor shall become liable for liquidated damages for delays commencing from the date on which the extended period shall expire.

Liquidated damages when charged as provided herein, shall be deducted from the Final Estimate amount payable to the Contractor or his Surety. If the total amount chargeable as liquidated damages exceeds the amount payable to the Contractor or the Surety, then such excess shall be paid to the Owner by the Contractor or his Surety.

24. TEMPORARY SUSPENSION OF WORK

The Engineer shall have authority to suspend the work wholly or in part, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the work, or due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract, or due to unforeseen conditions which had not been provided for in estimating the Contract time required for completion of the work. No claim for damages or loss of profit may be advanced by the Contractor by reason for such temporary suspension.

If the Engineer suspends the work in part, he shall have authority to direct the Contractor to perform such other parts or items of work which, in his opinion, may be performed with favorable results and advantageously for the time of completion of the Project, and shall notify the Contractor accordingly in writing.

If it should become necessary to suspend work for a sustained or an indefinite period, the Contractor shall store all materials satisfactorily, and he shall take every precaution to prevent damage or deterioration of the work performed. The Contractor shall resume work after such suspension upon written notice from the Engineer. All of the work outlined in this article shall be performed at the Contractor's expense.

25. CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

The Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the work he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the Engineer any conflict, error or discrepancy which he may discover.

The Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.

The Contractor will keep on the work at all times during its progress a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

The Contractor will provide competent, suitably qualified personnel to survey and layout the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order among his employees at the site.

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

26. NONCOMPLIANCE OF CONTRACTOR

In addition to the elective measures the Owner may take for violation of the Contract as provided in Article 19, he shall also have the discretionary right to take any or all of the following actions if the Contractor fails, neglects, or refuses to comply with the requirements of Articles 7, 16, 18, 24, 32 or 33.

- A. He may shut down the work until the requirements of the violated articles are met by the Contractor. In such event no remission will be made in working time for the period for which the work is shut down.
- B. He may withhold payment of estimates for work completed until the requirements of the violated article are met by the Contractor.
- C. He may enter upon the Project and perform such work as may be necessary to meet the requirements of the article violated and deduct the cost thereof from monies due or which may become due the Contractor or the Surety, or in the absence of any monies due the Contractor or the Surety, he shall be fully reimbursed for such costs by the Contractor or the Surety.

However, if the Contractor fails to comply with the requirements of Article 24, the Owner shall not proceed as provided herein until three days after written notice to the Contractor and his Surety that such action will be taken.

27. CHANGES IN WORK AND CONTRACT PRICE

A. Change in Work

Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the work. These will be authorized by Change Orders. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in (B) following.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price, except in the case of an

emergency affecting the safety of persons or the work or property at the site or adjacent thereto. In such cases the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes 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. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in (B) below.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner upon request.

B. Change in Contract Price

The Contract Price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order.

If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his claim shall be in writing delivered to the Owner and the Engineer within 7 days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Price shall be determined by the Engineer if the Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

- (1) Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- (2) Where the Contract has been awarded for a lump sum price or where a significant portion of the Contract Price is based on a lump sum price by application of unit prices resulting from the breakdown of the lump sum Contract Price as required by Article 30.
- (3) Where the change in work is not covered by unit prices available from (1) or (2) above, the following methods in the order given shall then apply:
 - a. By mutual acceptance of a lump sum amount.
 - b. By cost and a percentage of these costs to cover overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the work involved. The addition for overhead and profit shall not exceed twenty (20) percent of these

costs.

28. MEASUREMENT

All work completed under this Contract shall be measured by the Engineer according to the United States Standard measures. No extra or customary measurements of any kind shall be allowed in measuring any work, only the actual lengths, areas, solid contents, weights, or numbers, shall be considered and the lengths shall be measured on center lines of the work, whether the same be straight or curved, unless specified differently.

29. PRESENTATION OF CONTRACTOR'S CLAIMS

Neither the Contractor nor the Surety shall be entitled to present any claims to the Owner or the Board of Arbitration, either during the prosecution of the work or upon completion of the Contract, for additional compensation for work performed or any other cause, unless the Contractor or Surety shall have given the Owner notice of intention to present such claims within (10) ten days from the happening of the event, thing, or occurrence giving rise to the alleged claim. However, the Contractor or Surety shall not be denied the right to present any claim, which is based on differences in measurements or errors of computations which were not disclosed until preparation of the Final Estimate.

30. PAYMENTS TO CONTRACTOR

Partial payments on the Contract will be made during the progress of the work based on the value of the work done except as provided in Article 29, and in accordance with the provisions of the Agreement. These partial payments are merely estimates and subject to correction in any succeeding estimate or in the final payment, and shall not bind the Owner to the acceptance of any materials furnished or work done. Completed additional or extra work which has been approved by the Engineer will be included in partial payments. On lump sum contracts, the Contractor shall prepare an itemized breakdown of the value of the several classes of work, which after approval will be used by the Engineer on computing the value of work done and amounts due on current estimates.

Certain material stored but not yet incorporated into the work may be included in partial payments only when the Contractor provides invoices to show that such material has been received by the Contractor and delivered to an approved location, and when said material will not be stored for more than ninety (90) days. The Contractor may be paid 100% of the cost of the material, less the pro-rata share of the retainage provided that the cost does not exceed ninety percent (90%) of the Contract Price for the contract item and the cumulative costs do not exceed twenty-five percent (25%) of the current Contract amount.

The cost of surplus stored material, which payment previously has been made to the Contractor but has not been incorporated in the final measured work, will not be included in the final payment. Surplus stored material is the property of the Contractor.

Once each month, the Contractor shall prepare and submit to the Engineer an estimate of the value of work completed to the end of the period covered by the estimate. Ninety percent (90%) of such value less the aggregate of previous payments will be normally paid to the Contractor within thirty (30) days following the date of the Owner's regular meeting. However, in situations where the Project is being funded through state and/or federal funds such as the Community Facilities Program or the Community Development Block Grant Program, the Contractor will be paid at the time when such funding is disbursed to the Owner

from the federal or state agency.

When construction is fifty percent (50%) complete, periodic payments will be increased to ninety-five percent (95%) of the value of the work completed less the aggregate of previous payments.

Upon substantial completion of the work and operational and beneficial occupancy has been attained, as determined by the Engineer, the retained amounts shall be reduced to an amount necessary to assure completion of the work as determined by the Engineer.

Upon completion of all work under the Contract, the Engineer will determine whether final payment is in order. Upon such determination by the Engineer, a Final Estimate will be prepared by the Contractor with payment being made in accordance with the procedure and requirements of Article 31.

31. ACCEPTANCE AND FINAL PAYMENT

Unless otherwise provided in the Agreement, upon notification by the Contractor that he has completed the work under the Contract, the Engineer shall make an inspection to determine whether the work is fully completed. The Contractor shall at his own expense, provide the Engineer with all labor, tools or equipment that may be required by the Engineer in making such inspection.

As soon as practicable after such inspection and after the Engineer is satisfied that the work is fully completed, the Contractor will compute the entire amount of each item of work performed and the Contract value thereof, the amount and value of all additions, and the amount and value of all deductions, if applicable; and will from this, prepare a Final Estimate and present it to the Engineer.

The Engineer shall either approve the Final Estimate or request that the Contractor revise the Final Estimate.

If necessary, it shall be the duty of the Contractor to revise and return the Final Estimate to the Engineer within fifteen (15) days from the date the Final Estimate is returned by the Engineer. If the Contractor fails to return the executed Final Estimate or notify the Engineer in writing of his rejection within said fifteen (15) days, the Engineer will consider any objections raised and will direct the Contractor to either resubmit the Final Estimate or submit a revised Final Estimate.

Upon receipt of the Final Estimate from the Contractor, or upon failure of the Contractor to accept or reject the Final Estimate within the time designated, the Engineer shall submit to the Owner said Final Estimate certifying the final price of all work performed under the Contract.

Unless the Owner rejects the Final Estimate, payment will be made to the Contractor based on this Final Estimate normally within thirty (30) days of the Owner's regular meeting at which the Final Estimate is presented to the Owner. However, in situations where the Project is being funded through state and/or federal funds such as the Community Facilities Program or the Community Development Block Grant Program, the Contractor will be paid at the time when such funding is disbursed to the Owner from the federal or state agency.

If liquidated damages have been determined by the Owner to be applicable to this Contract and are to be deducted from the amount due the Contractor under the Final Estimate, the

Owner shall inform the Contractor in writing of the deductions to the amount due and of the net amount to be paid, and payment of the net amount will be made to the Contractor.

In the event that the Owner rejects the Final Estimate, the Owner will direct the Contractor to revise the Final Estimate and resubmit it to the Engineer.

In the event mutual agreement on the Final Estimate between the Owner and Contractor cannot be obtained, arbitration procedures in accordance with Article 5 will be used.

The Owner may withhold final payment pending receipt of:

- A. A written statement in a form satisfactory to the Owner and under seal from the Surety that payment of the amount shown in the Final Certificate to the Contractor shall not relieve the Surety of any obligations to the Owner as set forth in the Surety's bonds.
- B. An affidavit and such other satisfactory evidence as may be required that all labor, material, and indebtedness arising out of performance of the Contract have been paid; and that all other claims against the Contractor or subcontractors arising out of performance of the Contract either have been paid or that the Contractor has in force such Public Liability and Property Damage Insurance as will fully protect him and his subcontractors from any such claims as may be pending or that may there after arise; and
- C. A satisfactory Maintenance Bond.

The action of the Owner by which the Contractor is to be bound and work concluded, according to the terms of the Contract, shall be evidenced by payment of the Final Certificate. All prior certificates or estimates upon which payments have been made being partial payments and subject to correction in the final payment.

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 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. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance, Labor and Material Payment or Maintenance Bonds.

32. PAYMENT TO CONTRACTOR AND INDEMNIFICATION

All work covered by partial payment made shall thereupon become the sole property of the Owner, but his provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all terms of the Contract Documents.

The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, 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 construed to impose any obligations upon the Owner to either the Contractor, his 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.

If the Owner fails to make payment within thirty (30) days after approval by the Engineer and the Owner, or within seven (7) days after the Owner receives payment from the state and/or federal funding services, whichever is later, in addition to other remedies available to the Contractor there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

33. CONTRACTOR'S GUARANTEE

The Contractor shall guarantee his work, and shall remedy without cost to the Owner any defects which may develop therein during the guarantee period. The guarantee period shall be for one (1) year from the date as certified by the Engineer when the Project's construction is substantially complete for the Project to be utilized for the purpose for which it is intended. In the event that the date of substantial completion precedes the date upon which the Owner initiates utilization of the Project, the guarantee period will then commence upon the date which the Owner utilizes the project or the date of final payment, whichever comes first.

Upon written request by the Contractor, the Engineer will consider establishing separate dates of substantial completion and guarantee period for separate parts of the Project which will be utilized prior to other parts of the Project.

If after written notice to the Contractor and his surety, the Contractor fails to remedy such defects, the Owner may declare the Contractor in default and may notify and require the surety to remedy such defects under the terms of the Maintenance Bond.

34. SUBCONTRACTS

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner through the Engineer in writing of the names of any subcontractors proposed for the principal parts of the work and for such others as the Engineer may direct, and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Engineer shall, on request of any subcontractor, furnish to that subcontractor, wherever practicable, evidence of the amounts certified in his account.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

35. RELATIONS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the following provisions of this article, unless specifically noted to the contrary in

a subcontract approved in writing as adequate by the Owner.

A. The subcontractor agrees:

- 1) To be bound to the Contractor by the terms of the Contract Documents and to assume toward him all the obligations and responsibilities that he, by these Contract Documents, assumes towards the Owner.
- 2) To submit to the Contractor applications for payment in such reasonable time as to enable the Contractor to apply for payment.
- 3) To make all claims for extras, for extensions of time and for damages for delays or otherwise, to the Contractor in the manner provided in these Contract Documents for like claims by the Contractor upon the Owner, except that the time for making claims for extra cost is one (1) week.

B. The Contractor agrees:

- 1) To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Contract Documents and by all the provisions thereof affording remedies and redress to the Contractor from the Owner.
- 2) To pay the subcontractor, upon the issuance of certificates, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- 3) To pay the subcontractor, upon the issuance of certificates, so that at all times the total payments shall be as large in proportion to the value of the work done by the subcontractor as the total amount certified to the Contractor is to the value of the work done by the latter.
- 4) To pay the subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provides for the earlier or larger payments than the above.
- 5) To pay the subcontractor on demand for his work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue even though the Engineer fails to issue it for any cause not the fault of the subcontractor.
- 6) To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- 7) That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

C. The Contractor and subcontractor agree:

- 1) That nothing in this Article shall create any obligation on the part of the Owner to pay, or to see to the payment of, any sums to any subcontractor.

36. USE OF LANDS

The Owner shall provide the lands upon which the work under this Contract is to be done except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of materials, together with right of access thereto. The Contractor shall conduct no operations outside the lines of the property leased or owned or authorized for such use by the Owner without permission of the Owner.

37. WORKING CONDITIONS

- A. No night, Sunday, or holiday work requiring the presence of the Engineer or his representative will be permitted except in cases of emergency, and then only with the written consent of the Engineer and to such an extent as he may judge necessary.
- B. No work shall be done under this Contract when in the opinion of the Engineer, the weather is unsuitable for good and careful work to be performed. Should the severity of the weather continue such that the work cannot be prosecuted successfully, the Contractor, upon order of the Engineer, shall cease all such work until directed to resume the same. In the latter case, suitable extension of time shall be allowed to compensate for time actually lost as provided for in Article 22.
- C. The Contractor shall arrange for and be responsible for a sufficient amount of illumination at all times, subject to the direction of the Engineer, to carry on all phases of the work.

38. PROGRESS CHARTS

Unless the requirement is waived by the Engineer, the Contractor shall, within seven (7) days after issuance of Notice to Proceed, prepare and submit to the Engineer for approval, a practicable and feasible schedule showing the order in which the Contractor proposes to carry on the work, the dates on which he will start the several salient features (including procurement of equipment) and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale so as to appropriately indicate the percentage of work completed at any time. The Contractor shall enter the actual progress at the end of each month and shall immediately deliver to the Engineer three (3) copies of the same.

39. NOTICE

The service of any notice by the Owner or Engineer to the Contractor or by either party of the Contract to the Engineer or other party of the Contract, shall be considered accomplished upon completion of any one of the following procedures.

- A. When delivered, in writing, to the person in charge of the office used by the addressee to conduct business as given in the Proposal or Agreement;
- B. When delivered, in writing, to the addressee or any of his authorized agents in person;
- C. When delivered, in writing, to the addressee or any of his agents at the office used by the addressee to conduct the business of this Contract or near the Site of the work;
- D. When deposited in the United States Mail, postpaid, and addressed to the party intended for such service at his office used for conducting the business of this

contract at the site of the work, or his last known place of business; or

- E. When filed at any company operated office of the Western Union Telegraph Co. and addressed to the party intended for such service at his last known place of business or for conducting the business of this Contract at the site of the work.

40. CLEANING SITE

The Contractor shall at all times keep the Project Site free from accumulations of waste material or rubbish caused by the work. Before the work will be considered as having been completed, the Contractor shall clean and remove from the Project and adjacent property all surplus and discarded materials, equipment and temporary structures, and restore, where applicable, to the extent as required by other sections of these Contract Documents.

41. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct the work so as to insure the least obstruction to pedestrian and vehicular traffic. The convenience of the general public and of residents adjacent to the Project shall be provided for in an adequate and satisfactory manner. Unless otherwise directed, sidewalks and crossings shall be kept open for pedestrians. Streets shall not be unnecessarily obstructed and unless the Engineer authorizes the complete closing of a street, road, or alley, the Contractor shall provide for the maintenance of traffic thereon at his own expense.

The Contractor shall construct and maintain without compensation such adequate and approved temporary bridges over excavations as may be necessary or directed for the accommodation of pedestrians and vehicles.

Where fire hydrants are adjacent to the work they shall be at all times readily accessible to fire apparatus, and no material or other obstruction shall be placed within fifteen (15) feet of any such hydrant.

42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion.

43. LIENS

No liens shall be allowed for labor or materials furnished.

44. RIGHT OF PROPERTY IN MATERIALS

Nothing in this Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached to or incorporated in the work, nor in materials which have been estimated for partial payment, but all such materials, upon being so attached, incorporated or estimated, shall become the property of the Owner.

45. ADVERTISING

No advertising will be permitted on any part of building, scaffolding, fences, materials,

obstructions, barricades, or work.

46. OMITTED

47. COMPLIANCE WITH REGULATORY BODIES

Compliance with the regulations of any State, County, or Municipal Authority or of any Public Utilities such as the railroad, power and telephone companies shall not constitute the basis for additional compensation because of such compliance.

48. DEFENSE COSTS

The Owner and the Contractor agree that in the event either of them institutes a lawsuit against the other under this Contract, the plaintiff in such lawsuit shall pay to the defendant a portion of the defense costs, including investigations, engineering fees, attorney's fees, expert witnesses' fees and any other expenses of defense which may be incurred. Such portion of the defense costs shall bear the same relation to the total defense costs as the dollar amount of the plaintiff's claims which were not sustained by the court bears to the total dollar amount of the plaintiff's claims. The plaintiff shall pay such portion of the defense costs to the defendant within thirty (30) days after the defendant furnished the plaintiff with an itemized listing of the defense costs incurred.

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

Project Name:	NEW STANTON PARK - PICKLEBALL COURTS
General Description:	CONSTRUCTION OF PICKLEBALL COURTS AND RELATED DRAINAGE.
Project Locality	NEW STANTON BOROUGH
Awarding Agency:	NEW STANTON BOROUGH
Contract Award Date:	8/5/2025
Serial Number:	25-06976
Project Classification:	Heavy/Highway
Determination Date:	7/15/2025
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Westmoreland County

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

Project: 25-06976 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		\$43.40	\$29.51	\$72.91
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2024		\$40.55	\$25.36	\$65.91
Bricklayer	6/1/2025		\$41.05	\$25.86	\$66.91
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$41.49	\$19.93	\$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		\$43.34	\$19.93	\$63.27
Cement Mason/Concrete Finisher	6/1/2019		\$31.27	\$19.39	\$50.66
Cement Masons	7/1/2024		\$34.57	\$25.09	\$59.66
Cement Masons	6/1/2025		\$35.52	\$25.64	\$61.16
Drywall Finisher	6/1/2023		\$32.39	\$23.75	\$56.14
Drywall Finisher	1/1/2025		\$34.01	\$24.63	\$58.64
Drywall Finisher	6/1/2025		\$35.16	\$25.98	\$61.14
Electricians & Telecommunications Installation Technician	12/27/2024		\$50.86	\$32.69	\$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		\$54.16	\$32.69	\$86.85
Elevator Constructor	1/1/2024		\$58.55	\$43.87	\$102.42
Elevator Constructor	1/1/2025		\$61.07	\$40.05	\$101.12
Glazier	9/1/2024		\$37.06	\$31.89	\$68.95
Iron Workers	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2024		\$26.82	\$19.46	\$46.28
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2024		\$26.97	\$19.46	\$46.43
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2024		\$29.97	\$19.46	\$49.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Laborers (Class 04 - See notes)	1/1/2021		\$23.57	\$19.32	\$42.89
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00

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

Project: 25-06976 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	6/1/2024		\$41.69	\$24.39	\$66.08
Operators (Class 01 - see notes)	6/1/2025		\$42.72	\$24.79	\$67.51
Operators (Class 01 - see notes)	6/1/2026		\$43.74	\$25.29	\$69.03
Operators (Class 02 -see notes)	6/1/2024		\$35.62	\$24.39	\$60.01
Operators (Class 02 -see notes)	6/1/2025		\$36.67	\$24.79	\$61.46
Operators (Class 02 -see notes)	6/1/2026		\$37.67	\$25.29	\$62.96
Operators (Class 03 - See notes)	6/1/2024		\$32.83	\$24.39	\$57.22
Operators (Class 03 - See notes)	6/1/2025		\$33.88	\$24.79	\$58.67
Operators (Class 03 - See notes)	6/1/2026		\$34.88	\$25.29	\$60.17
Painters Class 6 (see notes)	6/1/2024		\$32.14	\$24.93	\$57.07
Painters Class 6 (see notes)	6/1/2025		\$34.16	\$25.81	\$59.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2024		\$33.14	\$21.04	\$54.18
Plumbers and Steamfitters	6/1/2024		\$40.02	\$27.01	\$67.03
Plumbers and Steamfitters	6/1/2025		\$41.47	\$27.71	\$69.18
Plumbers and Steamfitters	6/1/2026		\$42.92	\$28.45	\$71.37
Pointers, Caulkers, Cleaners	12/1/2024		\$39.69	\$21.61	\$61.30
Pointers, Caulkers, Cleaners	6/1/2025		\$40.66	\$21.99	\$62.65
Roofers	6/2/2024		\$38.00	\$20.67	\$58.67
Roofers	6/1/2025		\$39.91	\$20.76	\$60.67
Sheet Metal Workers	7/1/2024		\$43.00	\$33.96	\$76.96
Sheet Metal Workers	7/1/2025		\$45.00	\$35.16	\$80.16
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Sprinklerfitters	4/1/2025		\$49.75	\$29.21	\$78.96
Steamfitters	6/1/2024		\$48.15	\$29.57	\$77.72
Steamfitters	6/1/2025		\$50.20	\$31.02	\$81.22
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	12/1/2024		\$41.04	\$18.72	\$59.76
Terrazzo Finisher	6/1/2025		\$41.73	\$19.03	\$60.76
Terrazzo Mechanics	12/1/2024		\$40.39	\$21.02	\$61.41
Terrazzo Mechanics	6/1/2025		\$41.13	\$21.28	\$62.41
Tile Finisher	12/1/2024		\$32.51	\$17.99	\$50.50
Tile Finisher	6/1/2025		\$33.24	\$18.36	\$51.60
Tile Setter	12/1/2024		\$39.41	\$22.44	\$61.85
Tile Setter	6/1/2025		\$40.15	\$22.80	\$62.95
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41

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

Project: 25-06976 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

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

Project: 25-06976 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2024		\$40.10	\$21.34	\$61.44
Carpenter	1/1/2025		\$41.35	\$22.09	\$63.44
Carpenter	1/1/2026		\$42.60	\$22.84	\$65.44
Carpenter Welder	1/1/2024		\$41.60	\$21.34	\$62.94
Carpenter Welder	1/1/2025		\$42.85	\$22.09	\$64.94
Carpenter Welder	1/1/2026		\$44.10	\$22.84	\$66.94
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/27/2019		\$47.38	\$26.30	\$73.68
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2024		\$39.89	\$36.47	\$76.36
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		\$41.50	\$37.36	\$78.86
Laborers (Class 01 - See notes)	1/1/2024		\$32.20	\$25.50	\$57.70
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/1/2024		\$32.36	\$25.50	\$57.86
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/1/2024		\$34.70	\$25.50	\$60.20
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2024		\$47.59	\$23.72	\$71.31
Millwright	6/1/2025		\$49.72	\$23.72	\$73.44
Operators (Class 01 - see notes)	1/1/2023		\$36.79	\$23.58	\$60.37
Operators (Class 01 - see notes)	1/1/2024		\$38.59	\$24.03	\$62.62

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

Project: 25-06976 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 01 - see notes)	1/1/2026		\$41.96	\$24.66	\$66.62
Operators (Class 02 -see notes)	1/1/2023		\$36.53	\$23.58	\$60.11
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 02 -see notes)	1/1/2026		\$41.70	\$24.66	\$66.36
Operators (Class 03 - See notes)	1/1/2023		\$32.88	\$23.58	\$56.46
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 03 - See notes)	1/1/2026		\$38.05	\$24.66	\$62.71
Operators (Class 04 - See notes)	1/1/2023		\$32.42	\$23.58	\$56.00
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 04 - See notes)	1/1/2026		\$37.59	\$24.66	\$62.25
Operators (Class 05 - See notes)	1/1/2023		\$32.17	\$23.58	\$55.75
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators (Class 05 - See notes)	1/1/2026		\$37.34	\$24.66	\$62.00
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-A	1/1/2026		\$44.96	\$24.66	\$69.62
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Operators Class 1-B	1/1/2026		\$43.96	\$24.66	\$68.62
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2024		\$38.09	\$24.93	\$63.02
Painters Class 2 (see notes)	6/1/2025		\$40.36	\$25.81	\$66.17
Painters Class 3 (see notes)	6/1/2024		\$40.66	\$24.93	\$65.59
Painters Class 3 (see notes)	6/1/2025		\$43.68	\$25.81	\$69.49
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41

SECTION 01000

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END OF SECTION

SECTION 01050SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this section.

1.2 PROJECT DESCRIPTION

- A. This project consists of the installation of 3 Pickle Ball Courts at New Stanton Park. New subsurface drainage, new gravel bedding, new bituminous base course and top course with new 4' high perimeter black vinyl-coated fencing with fittings and gates are to be installed around the court area as shown on plans. New Pickle Ball Posts and Netting shall be installed. The entire new playing surface area is to be power washed, thoroughly cleaned, levelled and prepared for acrylic surfacing and striping per instructions of the product manufacturer. **The Contractor is responsible for contacting the Engineer if any material is in question.**
- B. The Work will be constructed under a single contract.

1.3 CONTRACTOR USE OF PREMISES

- A. General: During the construction period, the Contractor shall make every effort to keep the area clean and material organized. The Contractor's use of the site is limited only by the Owner's right to conduct business.
- B. Use of the Site: Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the area in which the work is indicated.
 - 1. Owner Occupancy: The Contractor is to be made aware that the park is used by the public from dusk to dawn and shall keep certain areas of the park accessible to the public for their use. Special care should be given to keep debris from entering the useable areas as the construction process continues.
 - 2. Entrances: Keep entrances to the park and its facilities clear and available to the Owner, employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 - 3. Coordinate with New Stanton Borough for use of their property and for storing equipment and / or material.

END OF SECTION

SECTION 01060**EROSION AND SEDIMENTATION CONTROL MEASURES****PART 1 - GENERAL****1.01 DESCRIPTION****A. Governmental Requirements:**

PA DEP Title 25, Chapter 102, Rules and Regulations Governing Erosion Control.

B. Work areas include:

The work areas included are those ground areas disturbed by pipeline installation and those ground areas disturbed by the demolition and regrading work required for this Project. Provisions for temporary and permanent measures/facilities for erosion and sedimentation control are specified herein and are identified on the construction drawings. Specific conditions at any particular location may require a variation of the methods illustrated. Variations to the methods identified herein are subject to the advance approval of the Engineer.

C. Related work described elsewhere:

- | | |
|------------------------------------|-----------------|
| 1. Measurement and Payment | INCLUDED IN BID |
| 2. Demolition, Clearing & Grubbing | INCLUDED IN BID |

PART 2 - PRODUCTS**2.01 GENERAL**

All materials utilized for the control of erosion and sedimentation shall conform to the requirements of the Commonwealth of Pennsylvania Department of Environmental Resources and, unless are specifically described herein, shall be as selected by the Contractor subject to the approval of the engineer. The Contractor is referred to the "Directory of Soil Erosion and Sedimentation Control Practices" published by the PA Department of Environmental Resources for additional guidance.

PART 3 - EXECUTION**3.01 GENERAL EROSION AND SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION**

The following section sets forth erosion and sedimentation control measures that are generally applicable to the entire Project. These provisions are applicable to the period during which construction is underway. The Contractor shall at all times adhere to these principles:

- A. The length of trench open at any given time shall be held to a maximum. In no event will the length of open trench exceed 200 feet. To the greatest extent possible, construction activities shall be scheduled so that trenches can be backfilled at the close of the working day and minimum quantity of excavated material will be stockpiled and subject to loss.
- B. Top soil shall be stripped, stockpiled, and protected from loss for later use as a top layer backfill.
- C. All stockpiles and excavated material shall be stored in such a manner as to prevent loss from wind, rain, and/or natural or construction-caused activities. Straw bale barriers or filter fabric fence of the type shown on the Drawings shall be installed on the down slope side of storage piles or excavated areas where the potential for significant erosion exists. The Engineer will direct the Contractor to install straw bale barriers or filter fabric fence when in his opinion the potential for significant erosion exists. Examples of conditions under which the Engineer will call for straw bale barriers or filter fabric fence include: when stockpiles or excavated material is on or is near steep slopes; when the size of the stockpiled or excavated materials exceeds 25 cubic yards; and when the stockpiles or excavated material is stored on a surface which permits little attenuation of silt carried by runoff (Pavement, bare soil, etc.).
- D. All water pumped or drained from the excavation shall either be directed through a straw bale barrier or to a sediment basin, as shown on construction drawings so that suspended silt is removed from the flow.
- E. When weather conditions or construction schedules do not permit implementation of the permanent control measures outlined in Part 3.01, then temporary control measures and facilities shall be used to prevent washing of excavated materials and erosion and newly backfilled areas. These measures can involve seeding with fast growing annuals such as rye, ryegrass, sudan grass or other locally adapted vegetation which provides quick protection yet can be worked into the soil when the site is prepared for final seeding of permanent species. If weather conditions do not permit the establishment of a vegetative cover, then an acceptable organic mulch must be provided to completely cover the disturbed area and prevent erosion during the period until permanent seeding can be initiated. Hay or straw mulch may be used for this purpose applied at a minimum rate of 2.5 tons per acre. If steep slopes as defined in Part 3.05 below are encountered then additional precautions involving netting and matting must be employed.
- F. Diverting surface water away from the area to be affected with diversion ditches.
- G. All slopes, ditches or any disturbed areas shall be stabilized as soon as possible after final grading or final earth moving has been completed.
- H. All runoff within the affected area shall be collected and diverted to control facilities for removal of suspended solids.
- I. Remaining earth moving activities shall be planned in such a manner as to minimize the aerial extent of the affected area.

3.02 PERMANENT EROSION AND SEDIMENTATION CONTROL MEASURES

Permanent measures to control erosion and sedimentation in the vicinity ditches were set forth in Part 3.01. Permanent measures to control erosion and sedimentation after construction completion will take the form of restoring the disturbed surface to its original condition. Other sections of these Specifications, particularly Section 02480 - Seeding, provides the Contractor with guidance on surface restoration.

Control facilities for the site will include the following:

Diversions, interceptor ditches, baled straw barriers, filter fabric fence, and sedimentation pond (debris basin).

The location of these control facilities is shown on the Site Plan/Erosion and Sedimentation Plan.

All control facilities have been designed in accordance with the requirements of PA DER Chapter 102.

Control Facility Descriptions

- A. Diversions: To prevent the flow of surface water over the affected area, diversions will be constructed above and generally parallel to the affected area. These diversions will be designed to convey storm water runoff to natural drainage courses where possible. Diversions will be stabilized with rock or with vegetation according to slopes and average velocities.
- B. Interceptor Ditches: Interceptor ditches will be constructed below the affected areas to convey runoff from the disturbed areas to the sedimentation pond. Ditches will have uniform cross-sectional dimensions for their entire length to convey the design flow from the maximum contributing drainage area. Interceptor ditches will be stabilized with rock or with vegetation according to slopes and average velocities.
- C. Sedimentation Pond: Debris basins will be provided at two locations and will provide 7,000 C.F. of volume per each acre disturbed. The sedimentation ponds will be dredged of sediment which will be spread out, air dried, and re-incorporated into the proposed fill areas.

The sedimentation basins will be excavated into the existing ground and will not require fill embankments.

- D. Baled Straw Barriers/Filter Fabric Fence: Baled straw barriers/filter fabric fence will be installed at the locations shown on the Site Plan/Erosion and Sedimentation Plan. The barriers will be used to trap sediment from the affected areas.
- E. Vegetation Stabilization: All affected areas will be stabilized with vegetation to prevent erosion. This also applies to any new areas which will be disturbed, such as newly constructed cut and fill slopes. Seeding and mulching application rates are listed below and on the following page:

(Temporary):

Species:	Annual Ryegrass
% Pure Live Seed:	98%
Application Rate:	48.4#/Acre
Fertilizer Type:	N/A
Fertilizer Appl. Rate:	N/A
Liming Rate:	N/A
Mulch Type:	Straw
Mulching Rate:	3 Ton/Acre

(Permanent)

Species:	Tall Fescue (70%), Creeping Red or Chewing Fescue(30%)	
% Pure Live Seed:		98%
Application Rate:	72.6	29
Fertilizer Type:		10-20-20
Fertilizer Appl. Rate:		675 #/Acre
Liming Rate:		N/A
Mulch Type:		Straw
Mulching Rate:		3 Ton/Acre
Anchor Material:		N/A
Anchoring Method:		N/A
Rate of Anchor Material Appl:		N/A
Seeding Season Dates:		3/1-6/1 and

#/Acre

8/1-10/15

(Permanent –Steep Slope)

Species:	Annual Ryegrass (55%) Crownvetch (45%)	
% Pure Live Seed:	98%	99%
Application Rate:	24.2	19.4 #/Acre
Fertilizer Type:		10-20-20
Fertilizer Appl. Rate:		675 #/ Acre
Liming Rate:		N/A
Mulch Type:		Straw
Mulching Rate:		3 Ton/Acre
Anchor Material:		N/A
Anchoring Method:		N/A
Rate if Anchor Material Appl.:		N/A
Seeding Season Dates:		3/1-10/15 and

11/1-8/31

3.03 OPERATION AND MAINTENANCE REQUIREMENTS

Operation and maintenance of the control measures and facilities will be the responsibility of the General Contractor. Inspections will be done on a regular basis with inspections occurring immediately after heavy rains to determine the need for any repair or rills and walles, sediment cleanout of ponds, reseeding bare areas and keeping sediment and debris clear of pond inlets and outlet structures, ditches and culverts.

3.04 PLAN OF IMPLEMENTATION

All erosion and sedimentation control measures will be implemented prior to the commencement of any site grading.

3.05 SPECIAL REQUIREMENTS FOR STEEP SLOPE AREAS

Temporary mulches are susceptible to movement on steep slopes due to the forces of wind or water. The seeds distributed on steep slopes can also be easily dislodged before they have had the opportunity to begin to form a stable cover. Mulch must be properly anchored and seeded areas must be properly protected by netting or matting it temporary or permanent erosion control is to be established on steep slopes.

The Construction Drawings provided complete topographic information along and adjacent to the proposed fill embankment. This topography is shown in the form of 1 foot contour intervals. Whenever a slope greater than 35% is encountered for more than 5 feet, then the following additional precautions will be taken.

- A. Peg and twine, jute matting or twisted paper netting will be used to stabilize areas that have been covered with mulching due to delays in permanent restoration and/or stabilize areas that have been mulched and seeded for permanent restoration. Asphalt spray will not be accepted as a matting agent.
- B. The Contractor will periodically reinspect the areas treated as described in Part 3.03 above and restore areas that may have been damaged prior to the restoration or permanent vegetation.

3.06 RIPRAP REQUIREMENTS AND INSTALLATION

TABLE 4.7c Maximum Permissible Velocities for Rock Lined Channels and Riprap				
NSA No.	Graded Rock Size (In.)			Permissible velocity fps*
	Max.	D ₅₀	Min.	
R-1	1.5	.75	No. 8	2.5
R-2	3	1.50	1	4.5
R-3	6	3	2	6.5

R-4	12	6	3	9.0
R-5	18	9	5	11.5
R-6	24	12	7	13.0
R-7	30	15	12	14.5

* Permissible velocities based on rock at 165 lbs. per cubic foot. Adjust velocities for other rock weights used. See Figure 4.6.

A. Rock-Lined Channels - Rock (riprap) - lined channels may be sized in accordance with the procedures contained in Section 4.D.2 of the Erosion and Sedimentation Pollution Control Program Manual. Through the use of Table 4.7c, a direct procedure is available to size the riprap lining based on the listed maximum permissible velocity and the following conditions:

1. The channel alignment is straight and gradually turning.
2. Channel side slopes will be no steeper than 1 vertical on 2 horizontal.
3. The placement thickness will be 1.25 times the maximum rock size shown in Table 4.7c.
4. Rock will be crushed and have a unit weight of 165 lbs./cubic foot. See Figure 4.6 for adjustments based on using rock with a unit weight other than 165 lbs./cu. ft.
5. Filter rock will be sized and installed in accordance with Table 4.8.

Riprap Size NSA No.	Filter Blanket Requirements	
	Size - NSA No.	Placement Thickness
R-1	FS-1	N/A
R-2	FS-1	N/A
R-3	FS-2	3
R-4	FS-2	4
R-5	FS-2	6
R-6	FS-3	8
R-7	FS-3	10
R-8	FS-3	12

* This is a general standard. Soil conditions at each site should be analyzed to determine actual filter size.

Factors for adjustment of piece weights designated in Tables 4.7c and 5.4 for riprap or armor stone.

Example: If stone has unit weight of 150 pcf, multiply weights of maximum, average, and minimum sizes in table by factor of 1.5.

- The following information has been taken from the Commonwealth of Pennsylvania Department of Environmental Protection Office of Water Management Erosion and Sedimentation Control Program Manual.

END OF SECTION

SECTION 01150MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SCOPE

- A. This Section defines procedures for calculation, measurement and payment for additional or deleted work on the basis of unit prices either included in the bidder's Form of Proposal or otherwise determined in accordance with procedures set forth in the Contract Documents.
- B. Change in scope of work:
 - 1. Work based on a specific change in scope of work front that included in the Contract Documents shall be executed by the Contractor until complete in every respect. It shall include not only labor, materials, tools, and equipment, but also the following without limitation: preparatory work; supervision; layout; insurance; bonds; clean-up; overhead; profit; and all other items as may be necessary for completing the work as shown on the Drawings and/or specified or required by Contract Documents.

1.02 MEASUREMENT AND PAYMENT

- A. General:
 - 1. This paragraph sets forth the methods to be used for measurement of and payment for work performed in addition to or deducted from the scope of work of this Project, as more fully described in the Contract Documents.
 - 2. All additional work performed on the basis of the various unit prices shall be furnished and installed to conform to these Specifications to the extent that relate to and address like items of work.
 - 3. All work shall, at the discretion of the Engineer, be measured in place or be estimated from drawings and shall be described in terms of the units noted on the Proposal Form. A complete record of the work item shall be kept and, if it is a continuing item, daily progress of the work must be specifically noted in the job diary in terms of the applicable units.

1.04 PROGRESS PAYMENTS

- A. Certain items of equipment furnished for this Project are recognized, in their respective Sections, as having significant value in the work and as being specifically manufactured for this project. For these items only, the Contractor furnishing the item shall be entitled to progress payments in accordance with the following schedule:

1. Upon delivery and unloading of the item at the job site or protected storage area of the Contractor, the invoice price (less retainage) shall be paid provided the Contractor furnishes Certificates of Insurance and Title to the Owner for the delivered items and adequately insures and protects same.
2. Ninety percent (90%) of the Contractor's quoted installed price to the Owner for the particular item, reduced by any previous payments made under Items 1 above, shall be due to the Contractor furnishing the item, upon completion of installation and successful start-up services.
3. The balance of the Contractor's quoted installed price to the Owner for the particular item shall become due upon the Contractor furnishing the item; upon satisfactory demonstration of compliance with the performance requirements of these specifications; and upon furnishing to the Owner with all required documentation, reports, approvals, certificates, bonds, extended guarantees, warranties and other items as may be specifically required herein.

PART 4 – BASIS OF PAYMENT

4.01 Measurement and Payment - Incidental. No additional compensation.

END OF SECTION

SECTION 01300SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. To provide a means of monitoring the progress of the Work as may be required by these Specifications, the General Contractor shall furnish to the Engineer a construction progress schedule as specified in this Section.
2. To assure that the products furnished and methods of construction/ installation provided under the various Contracts of this Project are in conformance with the intent of the Drawings and these Specifications, each Contractor shall submit sufficient testing data; Manufacturer's data and pertinent information; certifications; installation drawings and instructions; shop drawings; samples; and/or requests for substitutions as required by and in strict conformance with the provisions of this Section.
3. The General Contractor is responsible for all scheduling for all trades. He shall not allow or direct materials of any trade to be installed prematurely or when it is obvious that such materials may be damaged by subsequent work of other trades. In case of disputes as to timeliness of any installation, the Engineer shall make the determination including any protective measures required.

B. Related Work described elsewhere:

1. It is the intent of this Section to establish minimum standards of procedure for submittals and/or substitutions regarding all products, materials and/or methods furnished or provided under the various Contracts of this Project. Therefore, the provisions of this Section shall apply equally to all other Sections of these Specifications and shall be deemed a part of all other Sections as if reproduced entirely within each Section whether or not this Section is specifically referred to therein. In certain instances, particular other Sections may specify standards of procedure covering submittals and/or substitutions, which parallel those of this Section. This duplication is not meant to impart a greater or lesser degree of importance to any of the parties involved in this Project or to provided further clarification of specific additional information required. In the event that any conflict exists between any standards of procedure established in this Section and those of any other Section, the stricter requirement shall govern.
2. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by

Manufacturer's name and catalog number or by reference to recognized industry standards.

PART 2 - PRODUCTS

2.1 CONSTRUCTION PROGRESS SCHEDULE

- A. The General Contractor shall prepare a Construction Progress Schedule showing the order in which each Contractor and Subcontractor proposes to carry on his Work, as well as other salient features, including submissions of shop drawings and samples and procurement of materials, in order to meet the dates of completion. All prime Contractors and major Subcontractors shall be consulted in the preparation of this Schedule and shall signify their approval of the finished Schedule by affixing their signatures on it prior to submittal to the Engineer.
- B. Each activity in the Schedule shall be identified and a time for the performance of such activity indicated. Each activity on the Schedule shall be preceded by all Work that must be accomplished prior to that activity. All abbreviations, codes and/or symbols used shall be explained on the Schedule or on an accompanying separate sheet.
- C. The General Contractor shall submit to the Engineer for approval, within thirty (30) days after the award of the Contracts, six (6) copies of the Schedule, plus the number of copies to be returned. The General Contractor shall also update, and resubmit the Schedule monthly thereafter until completion of the Work. Updated Schedules shall have completed activities removed or indicated as such. Whenever modifications are made to the Contract which add or delete activities and/or revise time of completion, the Schedule shall be revised and resubmitted to the Engineer within 10 days after such modification is authorized.
- D. In the event that the Work is behind schedule, the Schedule shall be revised through the use of overtime work or by other means, so that the Work will be completed within the Contract time. Under these circumstances, overtime work shall be performed at no additional cost to the Owner.

2.2 SHOP DRAWINGS AND SPECIFICATIONS

- A. Plans and specifications:
 - 1. Prior to beginning work under these Contracts, the Contractors shall submit to the Engineer for approval the detailed specifications and performance details covering the materials proposed.
- B. Type of prints required:

Unless otherwise specifically directed by the Engineer, all shop drawing prints shall be rendered in blue or black line on white background.
- C. Number of prints required:

The Contractors shall submit Five (5) copies plus the number of copies to be returned of all shop drawings, specifications, and other items submitted under this Section.

2.3 SAMPLES

A. Accuracy of sample:

Unless otherwise specifically directed by the Engineer, all samples shall be of the precise article proposed to be furnished and shall show the maximum variations in color, texture and/or permissible defects.

B. Number of samples required:

The Contractor shall submit all samples in the quantity which is required to be returned plus one which will be retained by the Engineer. All samples shall be identified by an appropriate tag or label listing the name of the Project; the Owner's name; the Engineer and the Contractor as well as the exact identification of the sample. Tags or labels shall be large enough to provide a blank space for approval stamps.

2.4 APPROVED EQUAL MATERIALS AND PRODUCTS

A. Engineer's approval required:

1. The various materials and products specified in the Contract Documents by name and description are provided to establish a standard of quality. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe a material or product as a minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", "equal to", or "or equal" equal materials and products may be approved by the Engineer provided that the Bidder follows the guidelines under the following item 2 and item 3 below.
2. **Any Bidder who desires to have alternate manufacturer's material considered as equal to that named in these specifications shall do the following: The Bidder shall submit to the Engineer three (3) copies of detailed computations, shop drawings, certified, stamped, and sealed by a Registered Pennsylvania Professional Engineer, samples, and/or manufacturer's literature as required to document that the proposed equal material or product meets or exceeds these specifications. The shop drawings shall clearly identify and illustrate any discrepancies or revisions required to make the alternate material fit, connect, and operate as the intended design. The perspective bidder and/or alternate manufacturer shall pay all costs to the Engineer for design engineering and construction costs (if any) required to make the alternate material fit and work in accordance with these Contract Documents. This shall be done no**

less than ten (10) days prior to the Bid Opening date so that the Engineer has adequate time to review the information submitted.

3. **Upon completion of review of the submitted material, the Engineer shall determine whether the alternate item meets or exceeds the specifications. If the Engineer determines that the alternate material is acceptable and meets or exceeds the specifications, the Engineer shall notify all prospective bidders of this determination by Addendum. By doing this, all Bidders will have the option to formulate their Bid using either the specified item or the "approved equal" item.**

If the Engineer deems that an alternate material is not considered equal to that specified, he shall notify only the Bidder or manufacturer's agent who submitted the prequalification material of his denial.

The decision of the Engineer regarding whether to approve an alternate material or item shall be final. No consideration of alternate items will be entertained after the Bid Opening.

B. Availability of specified items:

1. The Contractor shall verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work.
2. In the event specified items will not be available, the Contractor shall so notify the Engineer prior to the opening of bids.
3. Costs of delays because of non-availability of specified items, when the Engineer determines that such delays could have been avoided by the Contractor, will be charged to the Contractor as necessary and shall not be borne by the Owner. When such delays could not have been avoided by the Contractor, an appropriate extension of Contract Time will be granted to the Contractor. There shall be no additional costs charged to the Owner by the Contractors for such time extensions.

2.5 OPERATION AND MAINTENANCE INSTRUCTIONS AND MANUALS

The various Sections of these Specifications require submittal of ten (10) or more copies of various installation, operation and maintenance instructions and other data relative to the equipment and other items requiring any degree of operation and/or maintenance attention on a regular basis or which may require repair at any time and which are furnished under each respective Contract. Of these ten (10) or more copies, all shall be furnished either along with the shop drawing submittals or prior to the installation of the respective items.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

The Contractor shall completely identify each submittal and resubmittal by showing at least the following information:

- A. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- B. Name of Project as it appears on these Specifications and the Contract Name and Number to which the submittal applies.
- C. Drawing number and Specifications Section number to which the submittal applies.
- D. Whether this is an original submittal or a resubmittal.

3.2 COORDINATION OF SUBMITTALS

A. General:

Prior to submittal for the Engineer's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:

- 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
- 2. Coordinate as required with all trades and with all public agencies involved.
- 3. Secure all necessary approvals from public agencies and others and signify by stamp or other means that they have been secured.
- 4. Clearly indicate all deviations from the Contract Documents.
- 5. Submittals shall be marked with the date, the checker's name and stamped "Approved for Submittal," or bear some other indication of the Contractor's approval. Submittals not marked in this manner will be returned for correction without action by the Engineer.

B. Grouping of submittals:

Unless otherwise specifically permitted by the Engineer, the Contractor shall make all submittals in groups containing all associated items. The Engineer may reject partial submittals as not complying with the provisions of the Contract Documents.

3.3 TIMING OF SUBMITTALS

A. General:

1. The Contractor shall make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing all necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
2. No material shall be purchased or fabricated especially for this Project until the required shop and working drawings have been submitted and approved by the Engineer as conforming to the Contract requirements. All materials and Work involved in the construction shall then be as represented by said drawings.
3. The Engineer's approval of shop and working drawings will follow a general check made to ascertain conformance with the design concept and functional result desired of the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.
4. The Engineer's review will be made as soon as practical following receipt of each submittal. In scheduling, at least ten (10) full working days shall be allowed for the Engineer's review following his receipt of each submittal.

B. Delays:

Costs of delays occasioned by tardiness of submittals may be backcharged as necessary and shall not be borne by the Owner.

3.4 CERTIFICATIONS AND TESTS

Certifications and reports of tests, when required under the various sections of these Specifications, shall be submitted in the same quantities as specified for shop drawings in 2.2-C above.

3.5 CONSTRUCTION PHOTOGRAPHS

- A. The General Contractor shall provide clear, sharp, color progress photographs monthly, starting when the Work begins and continuing for as long as the Work is in progress; photographs of the completed project; and views as required by the Engineer.
- B. The number of views required monthly shall be from three to six, depending on the progress of Work. Views shall be provided of the general construction area before construction Work begins pre-construction photographs shall be taken and delivered to the Engineer prior to construction. Photographs shall be 8" x 10" in size and in color, and provided in duplicate. Each photograph shall contain an identifying number and shall be inserted in clear vinyl pages in numerical order. Each page should be bound in a 3-ring type binder with an index coordinating each photograph to its specific location and/or Drawing number. Negatives shall be filed in a similar fashion in numerical order. Each binder shall contain a statement of verification as

to name of photographer and dates of photography. Photographs shall be taken at each site of the major portions of the Contract Work as directed by the Engineer. Coverage should include all pertinent features which may be affected by the construction activities, including but not limited to such items as driveways, sidewalks, landscaping, trees, retaining walls, fences, building exteriors, and visible utilities. Photographs shall be taken only during periods of clear visibility. Subsequent views indicating progress shall be submitted to the Engineer each month, in conjunction with the current Monthly Estimate. Photographs shall be in color, 3-1/2" x 5" in size or larger, and shall be submitted in duplicate and dated.

- C. After all construction Work has been completed and the work area cleared of construction debris and equipment, the Contractor shall take two (2) views in color of the completed construction of the Contract Work as directed by the Engineer. These will be the final project photographs and the Contractor shall have his photographer consult with the Engineer regarding choice of views. All negatives, along with two enlarged prints of each view (minimum 11" x 14") shall be delivered to the Engineer as a part of the Contract close-out documents.

PART 4 – BASIS OF PAYMENT

- 4.1 Submittals and Substitutions – Incidental. No separate payment will be made for Submittals and Substitutions.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Final acceptance.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - 2. Advise the Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - 4. Submit final record information.
 - 5. Complete final cleanup requirements.
- B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Letter of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the document will be issued.

CONTRACT CLOSEOUT

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.
- B. Re-inspection Procedure: The Engineer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

PART 2 BASIS OF PAYMENT

- 2.01 Contract Closeout – Incidental to Work

SECTION 02555

EXCAVATION AND BACKFILL FOR PIPELINE UTILITIES AND APPURTENANCES

PART 1 - GENERAL

1.1 Section Includes

- A. Excavation and backfill, classification, trench excavation including saw cutting of existing pavement, explosives and blasting, accommodation of traffic, accommodation of drainage, pumping, embankment, backfilling trenches, restoration, temporary paving and restoration of paved traveled areas, protection of property and structures, obstruction shown on drawings, removal of obstructions, and clean up.
- B. This Section is applicable to waterlines, sanitary sewer lines, storm sewer lines, other utility lines, and related appurtenances.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 Excavation and Backfill - General

- A. The Contractor shall excavate, protect and backfill all foundations, trenches, and other excavations that may be necessary for completing the work to be done under the Contract. All excavation shall be in open cuts, except where and to such extent as the Engineer may authorize or direct that same be done by boring or jacking, or where such is specified in the Special Requirements or Drawings. Trenches may be, in general, excavated and backfilled either by machinery, or by hand as the Contractor may elect; provided however, that the Engineer is empowered wherever he shall decide that such necessity exists, to direct that hand excavation be employed. The Contractor shall have no claim for extra compensation due to the fact that hand, instead of machine, excavation may be necessary from any cause whatever.
- B. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the lines and grades or depths indicated by the Drawings, as specified herein, or as directed by the Engineer. Embankments shall be prepared in accordance with the Specifications, and as necessary to bring the ground surface to finished grade elevations for areas as shown on the Drawings or directed by the Engineer. Any disposal material generated during the project must be disposed of at a properly permitted, commercially available disposal facility of a NFS acquired site, provided the site and disposal complies with all applicable Federal, State and Local environmental laws

3.2 Classification

- A. All trench excavation as required by the Drawings and Specifications, shall be considered as unclassified excavation, with no additional payment being made in the event rock, quicksand, muck or other unsuitable material is encountered in the construction of such work.

3.3 Trench Excavation

- A. The Engineer shall have the right to limit the amount of trench opened in advance of backfilling. Generally a length of 100 feet of open trench will be permitted.
- B. In case more material is excavated from any trench than can be backfilled over the completed pipe or can be stored on the street or within the limits of the right-of-way, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to a site mutually agreeable to the Owner and Contractor. The Contractor is responsible for providing this site and any soil and erosion control and permitting which is required. The Contractor shall at his own cost and expense, bring back as much of the material removed as may be required to properly backfill the trench. If not of the proper kind or if so directed by the Engineer, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.
- C. All removal and protection of pavement of will be done in accordance with Pennsylvania Code Title 67 Transportation, latest revision. In case the Contractor removes or disturbs any pavement on account of settlement, slides, blasting, or cave-ins, the Contractor is required to replace all such pavement removed or disturbed without additional compensation. Pavement shall be saw cut prior to excavation, and the edges of the pavement shall be protected and maintained by the Contractor until the repaving is completed.
- D. For excavation in paved areas, the backhoe out-rigger pads shall be equipped with rubber blocks to protect the pavement areas. When utilizing the loader bucket for stabilization, it shall also be blocked.

3.4 Explosives and Blasting

- A. The Engineer shall be empowered to regulate the character and strength of any explosives used, and the manner of their use and storage. Only small amounts of any explosives shall be kept at any place and they shall be kept under lock, the key to be only in the hands of a trustworthy person. Great care shall be taken in handling dynamite and similar explosives during freezing weather. Caps and exploders shall not be kept in the same place as explosives. Blasts shall be properly matted and securely covered.
- B. The Contractor shall be solely responsible for injury to persons or property that may result from his use of explosives, and the exercise of, or failure to exercise control

on the part of the Engineer shall in no way relieve him of responsibility for injury or damage resulting from their use.

- C. If allowed, the blasting work shall be performed by a licensed and competent blasting contractor in accordance with State Regulations (Chapter 211 of Departments Rules and Regulations), having current acceptable insurance coverage in amounts satisfactory to the Engineer.
- D. The Contractor must secure a permit from the Pennsylvania Fish Commission if blasting is to be done in or along a stream. In addition, the local waterways patrolman must be notified when explosives are to be used.

3.5 Accommodation of Traffic

- A. Streets shall not be unnecessarily obstructed and unless the Engineer, in writing, shall authorize the complete closing of the street, the Contractor shall take such measures at his own expense, as may be necessary to keep the street or road open and safe for traffic.
- B. The Contractor shall employ traffic control measures in accordance with Pennsylvania Department of Transportation Publication 203 Work Zone Traffic Control, latest revision.
- C. The Contractor shall construct and maintain, without extra compensation, such adequate and proper bridges over excavations as may be necessary or as directed for the safe accommodation of pedestrians or vehicles. The Contractor shall furnish and erect without cost to the Owner, substantial barricades at crossings of trenches, or along the trench, to protect the traveling public.
- D. The Contractor shall not obstruct fire hydrants.
- E. The roadway on one side of the line of work shall be kept open at all times.
- F. The streets, crosswalks, and sidewalks shall be kept clean, clear and free for the passage of vehicles or pedestrians, unless otherwise authorized in writing by the Engineer. A straight and continuous passageway on sidewalks and over crosswalks, at least three feet in width, shall be preserved free from all obstructions.
- G. Where deemed necessary, such additional passageway as may be directed shall be maintained free of obstructions.
- H. In narrow or congested streets or alleys, when so directed, the Contractor shall complete his work up to a point designated by the Engineer before opening the work ahead, in order to give access to garages and other places. The Contractor shall in all cases so arrange his work as to cause the least inconvenience to property owners consistent with the proper prosecution of the work as determined by the Engineer.

3.6 Accommodation of Drainage

- A. Gutters, sewers, drains and ditches shall be kept open at all items for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted, except where stream crossings are necessary and then only to an extent which the Engineer shall consider necessary. The Contractor shall not direct any flow or water across or over pavements except through approved pipes or properly constructed troughs; and shall, when so required and at his own cost and expense, provide pipes or troughs of such sizes and lengths as may be required and place the same as directed. The grading in the vicinity of pipe trenches shall be controlled so that the ground surface is properly pitched to prevent water running into the trenches.

3.7 Pumping

- A. The Contractor shall keep all excavations free from water, at his own expense, while installation work is in progress, and to such extent as may be necessary while excavation work alone is being carried on. The Contractor shall build all dams and other devices necessary for this purpose, including lowering the water table below trench bottom by well points and pumping, and provide and operate pumps of sufficient capacity for dewatering the excavations. He shall provide for the disposal of the water removed from excavations in accordance with the approved E & S plan and in such manner as shall not cause injury to the public health, to public or private property, to the work of other contractors, to any portion of the work completed or in progress, or produce any impediment to the use of the highways, roads, lanes and streets by the public.

3.8 Embankment

- A. Where embankment is necessary to support the foundations of or cover the pipe, it shall be made to the height, width and slopes shown on the Plans or as directed. The entire embankment or such portion thereof as may be deemed necessary by the Engineer, shall be made prior to the construction of the pipe or the foundation thereof at such time and in such order as the Engineer may direct.
- B. The material for embankment shall be deposited in layers of not more than eight inches in thickness; each layer shall be separately compacted by heavy pavers' rammers. No breaks or irregularities in the distribution of the material or the formation of the layers will be allowed. The whole embankment shall be carried up evenly to the height given by the Engineer in such a manner as to make a compact and solid foundation. When pipe is to be laid in a fill, the embankment shall be brought to a height at least one foot above the proposed top of the pipe before the trench is excavated. The embankment shall then be excavated to the proper form and grade and the pipe placed thereon; after which the embankment shall be carried up to a height of not less than three feet above the top of the pipe, the material being placed and rolled or rammed in layers as above described.
- C. In case the embankment over the pipe should obstruct any natural drainage, the

Contractor will be required to do any work and furnish any material necessary to preserve natural drainage, to the satisfaction of the Engineer.

3.9 Backfilling Trenches

- A. After the pipeline and its appurtenances have been constructed, all trenches shall be backfilled with the material indicated in the Trench Details included in the Drawings to a height twelve inches (12) above the top of the pipe and solidly rammed down and tamped around the pipe under it, with mechanical tampers and proper tools made for this purpose. The remainder of the trench shall be backfilled to the required height in layers not exceeding eight (8) inches in thickness. Mechanical tampers shall be used do as to obtain maximum compaction of the material.
- B. Compaction of all trenches along and across State roads and Local roads, travelways, and shoulders shall be in accordance with Pennsylvania Code Title 67 Transportation, latest revision, and the latest edition of the Commonwealth of Pennsylvania, Department of Transportation Publication 408.
- C. After the pipe is satisfactorily laid, backfill the trench with coarse aggregate, as shown on the Standard Drawings. Complete the backfill with suitable material. Place material in 4-inch layers; however, 8-inch layers will be permitted when using vibratory compaction equipment, provided backfill material is suitable for compacting testing. When coarse aggregate backfill is not required, backfill the entire trench with the material indicated for a trench condition. Thoroughly compact each layer of backfill with mechanical tampers, or by other acceptable methods for the full trench width to a height of not less than 1 foot above the pipe top. Compact to not less than 100% of the determined dry weight density of the backfill material. The Contractor shall perform field density and field moisture content tests on each lift of material to insure to the satisfaction of the Engineer that the requirements of this Section of these Specifications are being complied with. Field compaction test including reference tests in number not to exceed one (1) compaction test per 2000 square feet
- D. All backfilled surfaces shall be maintained flush with the adjacent undisturbed surfaces.
- E. As the trenches are filled in and the work completed, the Contractor shall, at his own cost and expense, remove and dispose of all surplus earth, stone, slag, or other material from the work, in such manner and at such point or points as he may select or provide, subject to the approval of the Engineer; or he may deposit the same, either with or without rehandling, at any point or points on the lines of the work covered by the Contract, if so directed by the Engineer; and shall leave all roads, sidewalks and other places free, clear and in good order. In case the Contractor shall fail or neglect to do so, or to make satisfactory progress in doing so, within 24 hours after the receipt of a written notice from the Engineer, the Owner may remove such surplus material and clear the roadways, sidewalks and other places, and the cost of said work shall be charged to the Contractor and

deducted from any moneys due or to become due him under the Contract.

3.10 Restoration

- A. Upon completion of all compacted backfilling of non-topsoil excavation, the top soil previously removed and stored shall be replaced and mounded over the backfilled area. Immediately upon backfilling of the trench for the entire length over each individual property, the entire disturbed area of this property shall be cleaned of all debris, graded and fine-raked. Thereafter, all shrubbery, hedges, trees, fences, walkways, etc., shall be replaced to a condition of equal to that before construction. Reseeding of the backfilled area within the reasonable limits of the construction is required. However, the careful replacement of the soil, the prompt cleanup and raking of the construction area on each property, the complete replacement of all removed surface items and the continued maintenance of the top surface of the trench shall be strictly enforced. In the event that the trench surface compacts in some places lower than the original grade, these areas shall be refilled with top soil, whether or not available on the property upon which the depression occurs. The Contractor shall be required to periodically inspect all mounded areas of backfill and repair and maintain these areas as necessary until no further compaction results. Reseeding and mulching must be done within twenty (20) days of backfilling, weather permitting. Hydro-seeding methods are acceptable.

3.11 Temporary Paving and Restoration of Paved Traveled Areas

- A. In all paved areas other than State Highways and in all unpaved areas used as thoroughfares, road shoulders, driveways or parking areas, the Contractor shall provide over all backfilled excavations a temporary paving consisting of a layer of crushed stone. Contractor shall maintain these temporary crossings, without additional compensation, until permanent pavement is placed. No additional compensation will be allowed for this layer of crushed stone or for any excavation required to place permanent pavement.
- B. The Contractor, at his option, may elect to provide the permanent replacement of any bituminous paving immediately after backfilling is completed. In such cases, the requirements for temporary crushed stone are waived.
- C. Temporary restoration of a pavement or paved shoulder may be required by the Engineer prior to permanent restoration, under the following:
1. The base shall consist of compacted select granular material with a surface of 2-inch bituminous material. If the existing pavement structure includes a course of subbase material, it shall be replaced to a depth equal to the existing course depth with material meeting the requirements of Section 350.2 of Publication 408, latest revision.
 2. Temporary pavement restoration shall be completed before traffic is allowed to travel on the disturbed area. The temporary pavement may be kept in place for up to 6 months or as specified in the Pennsylvania Department of

Transportation Highway Occupancy Permit (if applicable), if it is properly maintained.

3. The temporary pavement shall be removed and permanent restoration performed.

Paint Identification. Upon completion of pavement or paved shoulder restoration, the restoration date shall be painted immediately adjacent to the restored cut but not in an area where tires normally contact the pavement. The painted date shall indicate the month and year numerically.

The numerals shall be 6 to 9 inches in height. The paint shall be color coded as follows: blue (water), yellow (gas-petroleum), red (electric), orange (communications), and green (sewer). The paint shall be maintained for 2 years after the acknowledged completion of the permitted work. If the pavement or shoulder is being overlaid for more than 100 linear feet, the PennDOT District Office may, upon request, exempt the permittee from complying with this subsection.

Appurtenances to Underground Installations. Requirements relating to appurtenances to underground installations shall include:

1. The top of every manhole, valve box or other access to the facility shall be at the same elevation as the surface in which it is located.
2. The surface surrounding manhole covers located in paved shoulders shall be paved with 4 inches bituminous concrete base course a distance of at least 1 foot around the structure to prevent washouts.
3. A manhole, including those cast-in-place, shall be constructed in compliance with current industry standards and Section 713.2(c) of PennDOT Publication 408, latest revision.

- D. The Contractor shall be responsible for any injury or damage resulting from lack of required trench maintenance during the prescribed maintenance period.

3.12 Responsibility for Condition of Excavation

- A. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever circumstances they may occur.
- B. The neglect, failure, or refusal of the Engineer to order the use of bracing or sheeting, or a better quality, grade or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place or the giving or failing to give orders or directions as to the manner or method of placing or driving sheeting, bracing, jacks, wales, rangers, etc., shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or of any of his obligations under the contract; nor shall any delay, whether caused

by any action or want of action on the part of the Contractor, or by any act of the Owner, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation.

3.13 Trench Shoring

The Contractor shall provide all labor, material, and tools to furnish sheeting, shoring, and bracing as required by Department of Labor and Industry Regulations and the Federal Occupational Safety and Health Act of 1970 (including all amendments). Trench shoring and bracing shall also be provided to protect other adjacent utilities.

Shoring shall not be removed until the permanent work is in proper condition to receive the load. The cost of shoring will be included in the unit price bid for sewer line. No additional payment for shoring will be authorized.

3.14 Protection of Property and Structures

- A. The Contractor shall, at his own expense, sustain in their places, and protect from direct or in-direct injury, all pipes, tracks, walls, buildings, and other structures or property in the vicinity of his work, whether above or below the ground, or that may appear in the trench. He shall at all times have a sufficient quantity of timber and plank, chains, ropes, etc., on the ground and shall use them as necessary for sheeting his excavations and for sustaining or supporting any structures that are uncovered, undermined, endangered, threatened, or weakened.
- B. The Contractor shall take all risks attending the presence or proximity of pipes, poles, tracks, walls, building and other structures and property, of every kind and description, in or over his trenches, or in the vicinity of his work, whether above or below the surface of the ground; and he shall be responsible for all damages and assume all expense for direct or indirect injury, caused by his work to any of them, or to any person or property by reason of injury to them, whether such structures are or are not shown on the Drawings.
- C. The Engineer reserves the right under such conditions to stop the excavation or any other part of the work, and to require the Contractor to complete the pipeline and the backfilling up to such a point as the Engineer may direct before proceeding further with the excavation, and the Contractor shall not thereby become entitled to demand or to receive any allowance or compensation, other than an extension of the Contract Time for as many days the Engineer may determine that the work was delayed by such stoppage.
- D. If a homeowner believes that the contractor has damaged or destroyed existing drainage pipes, etc. belonging to the homeowner, then the homeowner, at their own expense, should hire a plumber to video inspect the drain lines in question. If upon review of the video it is shown that the contractor is at fault, the contractor

must reimburse the homeowner for the video inspection cost as well as the cost of repairs.

3.15 Obstructions Shown on Drawings

- A. Certain information regarding the reputed presence, size, character, and location of existing underground structures has been shown on the Contract Drawings. There is no certainty of the accuracy of this information, and it shall be considered by the Contractor in this light. The location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor hereby distinctly agrees that the Owner is not responsible for the correctness or sufficiency of the information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed by the Drawings; and that he shall have no claim for relief from any obligation or responsibility under the Contract, in case the location, size, or character or any pipe or other underground structure is not indicated on the Drawings, or in case any pipe or other underground structure is encountered that is not shown on the Drawings.

3.16 Removal of Obstructions

- A. Should the position of any pipe, conduit, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal or realignment, changes will be done as extra work, or will be done by the Owner of the obstructions, without cost to the Contractor. But the Contractor shall uncover and sustain the structures at his own expense before such removal and before and after such change as constituting part of the Contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of the presence of said structure, or on account of any delay in the removal or rearrangement of the same.
- B. The Contractor shall not interfere with any persons, firms, or corporations, or with the Owner in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms, corporations, or the Owner, to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under the Contract.
- C. At railway or railroad track crossings, any expense to which the owner of the trackage is put, in shoring up tracks, or in maintaining traffic shall be borne by the Contractor whether the same is billed directly to him, or the Owner. Should any such bill be unpaid by the Contractor, before final payment under the Contract is made, the Owner shall be empowered to pay said bill and retain the amount thereof, from any moneys due, or to become due the Contractor.
- D. Except for trees in the direct line of construction which have not been specifically designated to be left standing, the Contractor shall not cut down or destroy any other trees unless specifically authorized to do so by the Engineer; and the

Contractor shall have no claim for extra compensation owing to the fact that he may be required to excavate by hand or tunnel in the vicinity of trees required to be left standing, or remove, preserve and restore a tree, or replace a damaged or destroyed tree.

3.17 Site Work and Cleanup

- A. It shall be the responsibility of the Contractor to keep the site neat and clean as the work progresses. Prior to final acceptance, the structure, machinery, and appurtenant materials, as well as the site on which the pipeline is located, shall be thoroughly cleaned and made pleasing in appearance. Should the Contractor fail to keep clean-up current, the Engineer is authorized to shut down all parts of the job until clean-up is current.

PART 4 - BASIS OF PAYMENT

4.1 Excavation and Backfill for Pipeline Utilities and Appurtenances – Incidental.

No separate payment will be made for excavation and backfill for pipeline utilities and appurtenances related to the installation of water lines, sanitary sewer lines, or storm sewer lines and related appurtenances. The cost for excavation and backfill shall be included in the Linear Foot price bid for the items specified in the Bid Schedule.

- 4.2 Temporary Pavement - Incidental. No additional compensation will be provided for Temporary Pavement. The cost associated with Temporary Pavement shall be included in the Square Yard price bid for the items specified in the Bid Schedule.

END OF SECTION

SECTION 02575**PAVING AND RESURFACING
BITUMINOUS CONCRETE BINDER & SURFACE COURSES****PART 1 - GENERAL****1.1 Description**

This work is construction of plant-mixed bituminous concrete paving courses. When placed on subgrade, it includes the preparation of subgrade, as specified in the PennDOT Form 408 Specifications, latest edition.

1.2 Related Sections

- A. Section 02602 – Subgrade
- B. Section 02604 – Subbase
- C. Section 02765 – Pavement Markings

1.3 Job Conditions

- A. Control of Traffic
 - 1. Take measures to control traffic during repaving operations. Do not allow traffic on repaved areas until authorized by the Engineer.
 - 2. Employ traffic control measures in accordance with PennDOT Publication 203 - "Work Zone Traffic Control."
- B. Restore existing pavement outside of the limits of the work that is damaged by the Contractor's operations to its original condition at the expense of the Contractor.

1.4 Quality Assurance

- A. An independent testing laboratory (ITL), selected and paid for by the Owner, will be retained to perform construction testing on site.
 - 1. The independent testing laboratory shall prepare test reports that indicate test location and test results. Owner, Engineer, and Contractor shall be provided with copies of reports within 96 hours of time that test was performed. In event that test performed fails to meet Specifications, the independent testing laboratory shall notify Owner, Engineer, and Contractor immediately.
 - 2. Costs related to retesting due to failures shall be paid for by the Contractor at no additional expense to Owner. Contractor shall provide free access to site for testing activities.
 - 3. Quality assurance testing will be conducted in accordance with "Field Testing" in Part 3 hereinafter.

PART 2 - PRODUCTS

- 2.1 Plant-Mixed Bituminous Concrete Courses shall conform to the latest edition of the Pennsylvania Department of Transportation Publication 408 Specifications (PennDOT Publication 408), Section 401 "Plant-Mixed Bituminous Concrete Courses", Section 420 "Bituminous Wearing Course ID-2", Section 421 "Bituminous Binder Course ID-2", and Section 305 "Bituminous Concrete Base Course", with the following exception(s):

- A. Section 401.2 Material. Supplier certification of materials shall be accepted in lieu of all material proportion and mixture tests.
- 2.2 Asphalt cement shall be AC-20 conforming to PennDOT Publication 408, Section 702 "Bituminous Material".
- 2.3 Bituminous Tack Coat shall conform to PennDOT Publication 408, Section 460 "Bituminous Tack Coat".
- 2.4 Aggregates:
- A. Fine aggregate as specified in PennDOT Form 408 Specifications, latest edition.
- B. Coarse Aggregate, type A, as specified in PennDOT Form 408 Specifications, latest edition, except:
- Gravel may be used if 50% of the particles have at least one fractured face.
- Loss by washing requirement does not apply.
- Coarse aggregate may be obtained from more than one source. However, start and complete any portion of the base course with aggregate from one source, or with an acceptable blend.
- Type A. No. 2A coarse aggregate may be used if the combined gradation meets the requirements in Table A.
- 2.5 Composition of Mixture:
- A. Job-Mix Formula - Establish, have reviewed, and use the job-mix formula within the limits of Table A. Conform to the following Marshall values, when tested in accordance with PTM No. 705:
- Stability Value at 140F -not less than 700 pounds, when maximum aggregate size is not over 1-1/2 inches, with a 4 inch test specimen, or not less than 1,500 pounds, when maximum aggregate size is over 1-1/2 inches, with a 6 inch test specimen.
- Flow Value - 6 to 16 inclusive, with a 4 inch test specimen; or 9 to 24 inclusive, with a 6 inch test specimen.
- These values are not required for daily plant control. If the source of material changes, have a new job-mix formula reviewed before using the new material. When unsatisfactory results or other conditions make it necessary, a new job-mix formula may be required.
- B. Uniformity - The composition limits in Table A are to govern mixtures and are the maximum and minimum allowed. Analyze samples of the completed mixture at least daily, or more frequently when necessary for compliance with Table A. The required bitumen content may vary ± 0.5 of one percentage point of the approved job-mix formula, within the limits of Table A, based on daily plant tests.

COMPOSITION OF MIXTURE - TABLE A (Mass Percent Passing Square Openings. Based on Laboratory Sieve Tests)	
PASSING SIEVE	REQUIRED COMPOSITION OF MIXTURE
2"	100
1-1/2"	95-100
3/4"	52-100
3/8"	36-70
#8	16-38
#30	8-24
#50	6-18
#100	4-10
Bitumen (Stone or Gravel)	3.0-6.0
% By Weight (Slag)	4.5-8.5

- C. Testing - Determine compatibility and quality of the respective materials, required proportions, and conformity of the proposed mixture with the composition requirements. Final acceptance will be given after testing at an acceptable facility, or upon submission of necessary samples to the MTD. Arrange for testing and submission of samples in time to avoid delaying construction.

TABLE A COMPOSITION – BITUMINOUS SURFACE COURSES														
SURFACE COURSE	TOTAL % BY WEIGHT (PASSING SQUARE OPENINGS, LAB. SIEVE TESTS)												BITUMEN % BY WEIGHT	
SIZE	1 1/2"	1"	3/4"	1/2"	1/4"	4	8	16	30	50	100	200	STONE OR GRAVEL	SLAG
ID-2 W.C.	-	-	-	100	80-100	45-80	30-60	20-45	10-35	5-25	4-14	3-6	*** 4.5 -8.0	*** 7.0 - 10.5
ID-2 B.C.	100	90-100	-	40-75	-	20-47	15-37	10-30	5-24	4-17	3-10	2-5	*** 4.0 - 7.0	*** 5.5-9.0

*** AS PER DESIGN (BULLETIN 27)

PART 3 - EXECUTION

All Plant-Mixed Bituminous Concrete Courses, Asphalt Cement, and Bituminous Tack Coat shall be constructed in accordance with PennDOT Publication 408.

3.1 Weather Limitations:

Do not place bituminous paving mixtures when surfaces are wet or when the temperature of either the air or the surface on which the mixture is to be placed is 40°F or lower. When work is halted because of weather conditions, limited tonnage enroute to the project may be placed, if permitted.

3.2 Bituminous Mixing Plant:

Obtain bituminous mixtures from a plant meeting the requirements of PennDOT Form 408 Specifications, latest edition. Plant requirements are only guidelines for maintaining uniformity in the finished product.

Provide qualified plant technicians instructed and trained to perform all necessary tests and to control the plant operation so that the completed mixture complies with the specified requirements.

3.3 Hauling Equipment:

Haul bituminous paving mixtures in tightly sealed vehicles free of petroleum oils, solvents, or other materials which adversely affect bituminous concrete. Provide adequate covers of sufficient size and quality to protect the entire load, under all conditions. Deliver mixture at correct laying temperature, free from lumps of chilled material. Provide proper insulation for the hauling vehicle when the air temperature is below 50°F between October 1st and May 1st. Dispatch vehicles so material delivered is placed and rolled during daylight hours, unless otherwise permitted.

3.4 Bituminous Pavers:

Use self-contained, power-propelled units, with activated screeds or strike-off assemblies, that produce a finished surface of required evenness and texture. Provide a unit that does not tear, shove, or gouge the mixture. Use a unit that is heated, if necessary, and capable of spreading and finishing bituminous plant mix material to widths and depths indicated. Use pavers capable of being operated at forward speeds consistent with satisfactory laying of the mixture, equipped with receiving hoppers having sufficient capacity for uniform spreading, and with distribution systems that place the mixture uniformly in front of the screeds.

Hydraulic or other type extensions may be used against abutting lanes or longitudinal joints if the extensions are fed and activated by the same method as the main screed. On the outside edge of pavement, for pavement widths that cannot be uniformly placed, a nonactivated extension may be used.

Do not use equipment that causes tracks, leaves indented areas not corrected by later scheduled operations, produces flushing or other permanent blemishes, or fails to produce a satisfactory surface. Do not use blade graders or drags.

3.5 Rollers:

Use steel-wheel and pneumatic-tire rollers, as specified in the PennDOT Form 408 Specifications, latest edition.

3.6 Preparation of Existing Surface:

- A. Conditioning of Existing Surface - Remove and dispose of unsuitable material from the surface of existing pavement. Also remove and dispose of excess joint sealer and crack filler. Seal open joints and cracks, as specified in PennDOT Form 408 Specifications, latest edition.

Prior to the arrival of the bituminous mixture, clean the base of loose and foreign

materials.

Paint existing vertical surfaces of curbs, structures, gutters, and pavements that will be in contact with bituminous mixtures with a uniform coating of bituminous material. Class E-1, E-6, E-8, or of class and type designated for the bituminous course.

Prior to resurfacing existing wearing courses, apply a tack coat, as specified, in PennDOT Form 408 Specifications, unless otherwise indicated.

Also, apply a tack coat to the bituminous base or binder course when, in the opinion of the Engineer, the surface is not satisfactory for direct placement of paving.

- B. Scratch and Leveling Courses - When indicated, place scratch or leveling courses separately, ahead of resurfacing operations. Use the scratch course to fill wheel ruts and other local, small depressions to the level of surrounding pavement. Use the leveling course to provide a relatively uniform working platform for placing binder or wearing course.

3.7 Spreading and Finishing:

Lay bituminous paving mixtures when the temperature is not more than 15°F below the minimum temperature shown on the bituminous material supplier's bill of lading and when not exceeding the maximum specified temperature.

When unforeseen delays in paving are encountered, limited tonnage may be placed, if mixture temperature at the time is not more than 25°F below the minimum indicated on the material supplier's bill of lading and if samples of the compacted pavement meet required density, as specified in PennDOT Form 408 Specifications, latest edition.

Spread and strike off the mixture, using mechanical equipment for the entire lane width or as much lane as may be practical. Adjust screed assemblies to provide the required cross section and depth.

In areas where mechanical spreaders cannot be used, place and screed the mixture with suitable hand tools. Do not use rakes.

Adjacent to flush curbs, gutters, and other abutting structures, place the wearing course mixture uniformly higher so, when compacted, it will be slightly above the edge of the abutting structure.

When wearing course is placed adjacent to curbs to form a bituminous gutter, seal with hot bituminous material of the class and type designated for the wearing course, extending to 12 inches from the curb, applied evenly. The use of Class E-1, E-6, or E-8 emulsified asphalt will be permitted in place of hot bituminous material. Prior to sealing, clean and free harmful material from the area to be sealed. Control the application rate so residual asphalt completely fills surface voids and provides a watertight joint along the curb. If necessary, apply emulsified asphalt in two applications. Remove excess bituminous material.

3.8 Compaction:

Compact by rolling to specified density. Roll the surface when the mixture is in proper condition and when rolling will not cause undue displacement, cracking, or shoving. Use suitable rollers, combination of rollers, and rolling patterns to provide required density, as needed for the characteristics of the surface to be covered. However, in the rolling operation, use a vibratory roller operated in vibrating mode or a pneumatic-tire roller. Continuously roll until the specified density is obtained and roller marks are eliminated. Unless otherwise directed, start rolling longitudinally at the sides and progress gradually toward the center of the pavement. On superelevated curves, begin rolling on the low side and progress to the high side, overlapping on successive trips by at least half the width of pneumatic-tire rollers and tandem rollers. Uniformly lap each preceding track or cover the entire surface with rear wheels when using three-wheel rollers. Operate rollers slowly enough to avoid displacement of hot mixture and satisfactorily correct displacement resulting from reversing roller directions or from other causes.

Finish rolling with a second vibratory roller in the static mode or with a tandem roller. On other than normal paving operations, such as ramps, driveways, intersections, or short length of pavement, or other similar areas, where crowded conditions exist, a single vibratory roller may be used. Use pneumatic rollers for scratch course.

Keep wheels of steel-wheel rollers moist and clean to prevent adhesion of fresh material, but do not use excess water. Keep pneumatic-tire roller wheels clean by suitable methods.

Immediately after placing the bituminous material, round or bevel the exposed outer edges to avoid a sharp, ragged, open, or unfinished appearance and to prevent edge breakdown. Immediately repair edge breakdowns.

Remedy irregularities in the binder course before placing the wearing course. If practical, do not permit traffic on the binder course. Satisfactorily clean and treat binder becoming coated with any foreign material, as specified in PennDOT Form 408 Specifications, latest edition. If the binder course cannot be satisfactorily cleaned, remove and replace.

For areas inaccessible to rollers, compact with mechanical vibrating hand tampers.

Remove areas that are loose, broken, mixed with dirt, or otherwise defective, or that show an excess or deficiency of bituminous material. Replace with fresh hot mixture and compact to the surrounding area.

3.9 Joints:

- A. Longitudinal Joints - Offset the longitudinal joint in one layer from the joint in the layer immediately below by approximately 6 inches. However, align the joint in the top layer at the approximate pavement centerline, if the roadway is two-lanes wide, or at approximate lane lines, if the roadway is more than two lanes wide.

Paint the edge of the lane with a very thin coating of bituminous material, Class E-1, E-6, E-8, or of class and type designated for the surface course, prior to placing abutting lanes. When the lane edge is distorted during the day's work, by traffic or other cause, carefully saw the edge of lane to line, as required, prior to painting.

Overlap material in abutting lanes against the vertical face of previously placed lanes. Operate the paver so that, in spreading, the material overlaps the edge of the lane previously placed by approximately 3 inches. To assure a true line, closely follow lines or markings placed for this purpose. Keep the depth of the

uncompacted mixture being placed adjacent to a previously compacted lane uniformly high to provide for finished grade after compaction. Keep the depth of overlapped material uniform, so rolling will not result in an irregular, rough joint. Before rolling, carefully broom or lute the coarse aggregate in the material overlapping the joint onto the surface of the unrolled lane, leaving behind only the fine portion of the mixture. Tightly press this material into the compacted lane when the joint is rolled. Broom or lute immediately after the material has been spread by the paver.

When compacting the joint, shift the steel-wheel roller onto the previously placed lane so only 1 or 2 inches of the drive wheel extends over the uncompacted material. Continue to roll along this line, shifting position gradually across the joint until the joint has been rolled with the entire width of the drive wheel. If the vibratory roller is used for breakdown rolling, shift the roller on uncompacted material 1 or 2 inches across the joint onto the previously placed lane. Make the first pass in the vibratory mode. Roll with steel-wheel and pneumatic-tire rollers until a thoroughly compacted neat joint is obtained.

Where practical, leave only short lane sections, normally less than 25 feet in length, where the abutting lane is not placed the same day.

- B. Transverse Joints - For wearing and binder courses, construct the paving notch and/or transverse joints on a 6:1 skew and compact to provide a smooth riding surface. For other courses, construct joints perpendicular.

Joints may be sawed. Straightedge joints to assure smoothness. If a bulkhead is used, install it straight and perpendicular to the surface. If a bulkhead is not used, and the roller moves over the rounded edge of new material, locate the line of joint back of the rounded edge of new material, locate the line of joint back of the rounded edge of sufficient distance and trim to provide a true surface and cross section. In either case, paint the joint face with a very thin coating of bituminous material. Class E-1, E-6, E-8, or of class and type designated for the surface, before placing fresh material against it. If required, cross roll to obtain thorough compaction of joints.

- C. Surface Tolerance - Test the finished surface with a 100 foot straightedge whenever the Engineer suspects an area is deficient or irregular. Use the straightedge at transverse joints and paving notches. Hold the straightedge in successive positions parallel to the road centerline, in contact with the surface, and check the whole area from one side to the other, as necessary. Advance along the pavement in stages of not more than one-half the length of the straightedge. Correct irregularities of more than 3/16 inch. For irregularities which develop before completion of rolling, correct by loosening surface mixture and removing or adding material, as required. If irregularities or defects that cannot be corrected remain after final compaction, the affected area will be considered defective.
- D. Protection of Courses - Unless public safety or convenience is restricted, do not permit vehicular traffic or loads on the newly completed course until adequate stability and adhesion have been attained and the material has cooled to 140°F or less.

Maintain the course, as specified in PennDOT Form 408 Specifications, latest

edition.

- D. Defective Work - Unless otherwise directed by the Engineer, remove and replace pavement deficient in density, deficient in tolerance, or deficient in depth.

3.10 Field Testing

- A. Nuclear Compaction field tests for in-place materials will be performed by the Owner's Independent Testing Laboratory (ITL) in accordance with the requirements specified in PennDOT Form 408, latest edition and as required by the Engineer.

PART 4 - BASIS OF PAYMENT

4.1 Plant-Mixed Bituminous Concrete Courses (Type) - Square Yard.

Payment for Plant-Mixed Bituminous Concrete Courses shall be made on a square yard basis for the depth indicated on the applicable details in the Plans including subgrade preparation; subbase; maintenance and protection of vehicular and pedestrian traffic; asphalt cement; and bituminous tack coat.

4.2 Asphalt Cement – Incidental.

Asphalt Cement shall be included as incidental to Plant-Mixed Bituminous Concrete Courses.

4.3 Bituminous Tack Coat – Incidental.

Bituminous Tack Coat shall be included as incidental to Plant-Mixed Bituminous Concrete Courses.

4.4 Joint Sealant – Incidental.

All joints where new asphalt meeting old.

END OF SECTION

TR-448A (6-15)  pennsylvania DEPARTMENT OF TRANSPORTATION	JOB MIX FORMULA REPORT PennDOT Mix Design Designation Year Number <div style="display: flex; justify-content: space-around;"> 2025 W95121VE15 </div> Supplier JMF/Design Number (Optional) <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;">WF08</div>		Supplier Code NEP02B41	Material Class WM9.5
			Design ESAL Range < 0.3 Million(Nd=50)	Aggregate Skid Resistance Level (SRL) E
		Mixture Final Asphalt Binder Grade PG64S-22	Asphalt Mix Type WMA	
		Gradation Classification Fine-Graded	Original Approval Date	
		JMF Status	Approved	

Supplier Name	Eurovia Atlantic Coast DBA Nortl	Location	Bridgeville, PA	Mix Time <table border="1"> <tr> <td>Dry(s)</td> <td>Wet(s)</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Dry(s)	Wet(s)		
Dry(s)	Wet(s)							
ECMS Number	PO No.-Line Item No.	408 Spec						
SR & Section	Plant Type	AD	Plant Size	05				
Contractor	Location							

Material Supplier	Material Code - Class	Product Name	% Material	Spec. Grav.	% Absorption
GSG04A14	207 (Aggregate Fine) - A	Nat Sand	19.700	2.600	1.34
GRCWVA14	207 (Aggregate Fine) - B1	Man Sand	35.300	2.664	0.94
GRCWVB14	203 (Aggregate) - A8	BUCKEYE 8	38.900	2.679	0.25
MEawe 15	187 (WMA Technology) - EVO-M1	M1	0.250	0.000	0.00
MEawe 15	187 (WMA Technology) - EVO-P25	P25	0.250	0.000	0.00
UNRC1 15	1 (Asphalt Binder) - PG64S-22	PG 64S-22	6.100	1.030	

JOB MIX FORMULA AND DESIGN													
A.C. / Sieve Size	A.C%	#200	#100	#50	#30	#16	#8	#4	3/8"	1/2"			
Design Target	6.1	4.8	7	11	20	32	51	67	97	100			
% Virgin A.C.	6.1			% Reclaimed A.C. from RAP				Total % Asphalt (Pb)			6.1		
Virgin A.C. PG Binder Grade	PG64S-22			% Reclaimed A.C. from RAS				% Eff. Asphalt Binder (Pbe)			5.6		
Calc. Asp. Film Thickness	10.80			Total Reclaimed Binder Ratio				0.00			Fines / Asphalt (F/A) Ratio		0.9
Avg. Mixture Draindown %													

MIX CHARACTERISTICS (GYRATORY)							
Design ESAL Range	Mold Diameter (mm)	# Gyration at Ninitial	# Gyration at NDesign	# Gyration at NMaximum	Voids in Mineral Aggregate (VMA) %	Theoretical Max. Sp. Grav. (Gmm)	Bulk Sp. Grav. of Mixture (Gmb)
< 0.3 Million(Nd=50)	150	6	50	75	16.7	2.455	2.359
Bulk Sp. Grav. of Combined Aggr.(Gsb)	Mixture Mass to Compact (g)	% Air Voids at Ninitial	% Air Voids at NDesign	% Air Voids at NMaximum	Voids filled with Asphalt (VFA) %	Theoretical Max. Density (lbs/ft3)	Bulk Density of Mixture (lbs/ft3)
2.659	4,750.0	15.4	4.0	2.6	76.0	152.8	146.8

ASPHALT CONTENT TEST METHOD					
A.C. Test Method	External Party Oven Make/Model	Furnace Temp (°C)	Sample Size for C.F.	Asphalt C.F.	200 C.F.
PTM No. 757	Thermolyne/NCAT Series 1087	538.0	1,200.0	0.29	0.90

MOISTURE SUSCEPTIBILITY DATA						
A.C. Supplier	Name	Dry PSI Strength	Wet PSI Strength	TSR Value	Date of TSR Test	Date of Boil Test
UNRC1 15	PG 64S-22	98.1	87.5	0.89	2/6/23	

COMBINED AGGREGATE CONSENSUS PROPERTIES						
AASHTO T 176 Sand Equivalency (%)	AASHTO T 304 Fine Aggr. Angularity Uncompacted Voids (%)	ASTM D5821 - Coarse Aggregate Angularity		ASTM D4791 Flat / Elongated Particles		Total % Reclaimed Agg. From RAP and / or RAS
		% 1 Face Crush	% 2 Face Crush	5:1	3:1 SMA only	
84.0	44.9	100.0	100.0	2.1	0.0	0.0

Designed By : <u>Abigail Steele</u>	Designed By Certification ID : <u>51489</u>	Designed Date : <u>6/16/22</u>
Submitted By : <u>Abigail Steele</u>	Submitted By Certification ID : <u>51489</u>	Submitted Date : <u>6/10/25</u>
Approved By : <u>Adam Krehnovi</u>	Approved By Certification ID : <u>5513</u>	Approved Date : <u>6/11/25</u>

SECTION 02604

SUBBASE

PART 1 - GENERAL

1.1 Section Includes

A. Subbase

PART 2 - PRODUCTS

2.1 Subbase shall conform to the latest edition of the Pennsylvania Department of Transportation Publication 408 Specifications (PennDOT Publication 408), Section 350 "Subbase."

PART 3 - EXECUTION

3.1 Subbase shall be constructed in accordance with PennDOT Publication 408, Section 350 "Subbase."

PART 4 - BASIS OF PAYMENT

4.1 Subbase – Incidental.

Subbase will be considered incidental to the immediate overlying pavement structure and will not be paid for separately.

END OF SECTION

SECTION 02610PLANT-MIXED BITUMINOUS CONCRETE COURSES

PART 1 - GENERAL

- 1.01 Section Includes
- A. Plant-Mixed Bituminous Concrete Courses
 - B. Asphalt Cement
 - C. Bituminous Tack Coat
- 1.02 Related Sections
- A. Section 01001 – Special Provisions
 - B. Section 01300 – Approved Equal Materials & Products & Submittals
- 1.03 Job Conditions
- A. Control of Traffic
 - 1. Take measures to control traffic during repaving operations. Do not allow traffic on repaved areas until authorized by the Engineer.
 - 2. Employ traffic control measures in accordance with PennDOT Publication 203 - "Work Zone Traffic Control."
 - B. Restore existing pavement outside of the limits of the work that is damaged by the Contractor's operations to its original condition at the expense of the Contractor.
- 1.04 Description
- All plant-mixed bituminous concrete courses shall have a total thickness, after compaction, as indicated on the drawings or as specified.

PART 2 PRODUCTS

- 2.01 Plant-Mixed Bituminous Concrete Courses shall conform to the latest edition of the Pennsylvania Department of Transportation Publication 408 Specifications (PennDOT Publication 408), Section 401 "Plant-Mixed Bituminous Concrete Courses", Section 420 "Bituminous Wearing Course Superpave", Section 421 "Bituminous Binder Course Superpave", and Section 305 "Bituminous Concrete Base Course", with the following exception(s):
- A. Section 401.2 Material. Supplier certification of materials shall be accepted in lieu of all material proportion and mixture tests.
- 2.02 Asphalt cement shall be pg 64-22 conforming to PennDOT Publication 408, Section 702 "Bituminous Material".
- 2.03 Bituminous Tack Coat shall conform to PennDOT Publication 408, Section 460 "Bituminous Tack Coat" or latest edition.

PLANT-MIXED BITUMINOUS CONCRETE COURSES

PART 3 - EXECUTION

- 3.01 A. All Plant-Mixed Bituminous Concrete Courses, Asphalt Cement, and Bituminous Tack Coat shall be constructed in accordance with PennDOT Publication 408.
- B. No asphalt pavement shall be placed while it is raining.
- C. Asphalt pavement shall be placed only when the outside temperature is 40° F and rising.
- D. Compaction of asphalt shall be met by using 2-ten ton vibratory rollers, and hand tamping or mechanical compaction equipment shall be used on all areas inaccessible to rollers.
- E. All mixtures shall be in a plant meeting the requirements of A.S.T.M. designation D-995. The material shall be transported to the site of placing in clean, tight vehicles with the asphalt temperature between 265° and 325°.

PART 4 - TESTING

4.01 TESTING FINISHED BASE COURSE SURFACE

The surface of the base course shall be tested with a 10-foot straight-edge during and after the rolling operation. Any irregularities greater than ½ inch shall be corrected prior to placing the surface courses thereon.

4.02 TESTS FOR THICKNESS OF BASE COURSE

The holes may be required, and the thickness checked. If any test hole shows a deficiency of more than ¼ inch additional holes shall be cut, 2 each on lines at right angles to each other. The thickness for all five shall be averaged.

If the average thickness is deficient from the specified thickness by ¼ inch or more, the extent of the deficient area shall be established by similar procedures and the deficient area shall be corrected at the contractor's expense.

4.03 TESTING FINISHED SURFACE

The wearing surface shall be tested with a 10-foot straightedge during and after the rolling operation. Any irregularities greater than ¼ inch shall be corrected.

4.04 TEST FOR THICKNESS OF WEARING COURSE

Test holes may be required to verify the thickness. If any test hole shows a deficiency of more than ¼ inch, 4 additional holes shall be cut, 2 each on lines at right angles to each other. The thickness for all 5 shall be averaged.

If the average thickness is deficient from the specified thickness by ¼ inch or more, the extent of the deficient area shall be established by similar procedures and the deficient area shall be corrected at the contractor's expense.

PART 5 - BASIS OF PAYMENT

5.01 Plant-Mixed Bituminous Concrete Courses - Ton

Payment for Plant-Mixed Bituminous Concrete Courses shall be made on a ton basis, unless otherwise noted, for the depth indicated on the applicable

PLANT-MIXED BITUMINOUS CONCRETE COURSES

details in the Plans including subgrade preparation; subbase; maintenance and protection of vehicular and pedestrian traffic; asphalt cement; and bituminous tack coat.

5.02 Asphalt Cement - Incidental

Asphalt Cement shall be included as incidental to Plant-Mixed Bituminous Concrete Courses.

5.03 Bituminous Tack Coat - Incidental

Bituminous Tack Coat shall be included as incidental to Plant-Mixed Bituminous Concrete Courses.

END OF SECTION

SECTION 02711VINYL-COATED CHAINLINK FENCING AND GATES

PART 1 - GENERAL

Proposed fence shall be black vinyl-coated chainlink fence measuring four (4) feet in height.

1.01 Section Includes

- A. Fence fabric, posts, rails and braces
- B. Excavation for post bases
- C. Concrete anchorage for posts
- D. Gates and related hardware

1.02 Erector Qualification

- A. Minimum of two years experience installing similar fencing and completion of at least ten equivalent installations.

1.03 References (All ASTM Standards)

- A. F969 Standard Practice for Construction of Chain-Link Tennis Court Fence
- B. F552 Terminology Relating to Chain Link Fencing
- C. F567 Practice for Installation of Chain-Link Fence
- D. F626 Specification for Fence Fittings
- E. F668 Specification for Polyvinyl Chloride (PVC), Polyolefin and Other Polymer-Coated Steel Chain Link Fence Fabric
- F. F900 Specification for Industrial and Commercial Steel Swing Gates
- G. F934 Specification for Colors for Polymer-Coated Chain Link Fence Materials
- H. F1043 Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
- I. F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
- J. F1664 Specification for Poly(Vinyl Chloride) (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used with Chain-Link Fence
- K. C94 Specification for Ready-Mixed Concrete

1.05 Shop Drawings and Product Data

- A. Submit shop drawings and/or product data.
- B. Clearly indicate plan layout, grid spacing of components, accessories, fittings and post anchorage.
- C. Submit manufacturer's details of fence and gate installation.

PART 2 - PRODUCTS

2.01 Materials

- A. Framework: Vinyl-Coated Galvanized steel pipe per ASTM F1083, or equal strength material per ASTM F669; Protective Coating per ASTM F1234. 2.5" Outside Diameter for new pole installation for partition fence. 1-5/8" Diameter for Top Rail.
- B. Chain Link Fabric: 8-gauge extruded wire vinyl-coated steel per ASTM F668. Manufacturer to provide a 20-year warranty against failure.
- C. Tension Wire: 7-gauge Vinyl-coated steel per ASTM F1664, Type 1.
- D. Fittings: Per ASTM F626.
- E. Swing Gates: Per ASTM F900.

2.02 Components

A. **Line Posts: 2.5 inch O.D. for partition**

B. Black Vinyl-Coated Swing Gate Posts:

<u>Gate Leaf Width</u>	<u>Post O.D.</u>
To 6 Feet inclusive	2.875"
Over 6 to 13 feet	4.000"
Over 13 to 18 feet	6.625"
Over 18 to 32 feet	8.625"

- C. Cantilever Gate Posts: 4.000" O.D.
- D. Posts for Special Gates: As recommended by the manufacturer.
- E. Top Rail: 1-5/8" O.D.
- G. Middle and bottom Rail where necessary: (same as toprail).
- H. Swing Gate Frames: In accordance with F900, Table 1.
- I. Chain Link Fabric: 1 5/8 inch mesh woven from 8 gage vinyl-coated extruded wire, ASTM F668.
- J. Bottom Tension Wire and Top Tension Wire: Per ASTM A824, Type 1.
- K. Gate Hardware: Of certified malleable iron, hot-dip galvanized, vinyl-coated. Hinges of ball-and-socket design with full 180° swing from closed to open position. Single gate latches to permit gate to swing only one way. All gate latches with provision for padlock [Padlock by others].
- L. Line Post Bands: vinyl-coated .062" x .375" flat aluminum alloy wire.
- M. Tie Wires for securing fabric to horizontal rails: vinyl-coated 9 gage aluminum alloy.
- N. Hog Rings for securing fabric to tension wire: vinyl-coated 12-gage aluminum alloy wire.

PART 3 - EXECUTION

3.01 Installation

- A. Install Fence in accordance with ASTM F567 and F969.
- B. Install gates and adjust true to fence line and grade. Follow manufacturer's instructions.

3.02 Clean-Up

- A. Remove and dispose of all construction debris.

PART 4 - BASIS OF PAYMENT

4.01 4' Vinyl Coated Chain Link Fence with New Posts, Sleeves and Fittings – Lump Sum

4.02 Gates – Lump Sum.

4.03 All fencing shall be Lump Sum

END OF SECTION

SECTION 02735PICKLE BALL COURTS HARDWARE

PART 1 - GENERAL

Proposed fence shall be black vinyl-coated chainlink fence measuring four (4) feet in height.

1.01 Section Includes

- A. Pickle Ball Courts Hardware
- B. Excavation for post bases
- C. Concrete anchorage for posts
- D. Gates and related hardware

1.02 Erector Qualification

- A. Minimum of two years experience installing similar Equipment and completion of at least five equivalent installations.

1.03 Shop Drawings and Product Data

- A. Submit shop drawings and/or product data.
- B. Clearly indicate plan layout, grid spacing of components, accessories, fittings and post anchorage.
- C. Submit manufacturer's details of hardware and installation.

PART 2 - PRODUCTS

- 2.01 Pickle Ball court posts shall be 2-7/8" outside diameter galvanized pipe with baked on polyester powder coated finish with stainless steel ratchet and removable handle with 3.0 mm solid core knotted braided polyethylene with 285 lb. break strength net (thread twisted, 1 3/4" square mesh, 5/32" vinyl coated steel cable, 32 oz. top binding, tarred, measuring 3'-0" x 21'-9") equal to Douglas Sports Equipment Model #60374 (green post), model # 63075 (black post) (Color of posts by owner), model JTN-30 (netting) or approved equivalent. Posts to be set in ground sleeves and encased in concrete footer. Concrete footer to be 18" in diameter at top and 30" in diameter at base with bottom of concrete set at 28".

PART 3 - BASIS OF PAYMENT

- 3.01 Pickle Ball Court Hardware - Each
- 3.02 Payment will be made per set of hardware.

END OF SECTION

Section 03420
ACRYLIC SURFACING AND STRIPING

PART 1 GENERAL

1.01 Description

- A. Pickle Ball, Tennis and shuffleboard courts surface color coating system.

1.02 Related Requirements

- A. Crack Repair System: Repairing cracks in concrete & asphalt courts.

1.03 Reference Standards

- A. American Sports Builders Association (ASBA).
- B. United States Tennis Association (USTA) official rules.
- C. USA National Pickle Ball Association official rules.

1.04 Submittals

- A. Comply with Section 01300 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer's color samples of color coating.
- D. Test Reports:
 - 1. Submit independent test results for solar reflectance index.
 - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
 - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- F. Manufacturer's Project References: Submit manufacturer's list of successfully completed pickle ball, tennis and/or shuffleboard surface color coating system projects, including project name, location, and date of application.
- G. Applicator's Project References: Submit applicator's list of successfully completed tennis or shuffleboard surface color coating system projects, including

project name, location, type and quantity of color coating system applied, and date of application.

H. Warranty Documentation: Submit manufacturer's standard warranty.

1.05 Quality Assurance

A. Manufacturer's Qualifications:

1. Manufacturer regularly engaged, for past 5 years, in manufacture of pickle ball, tennis and/or shuffleboard surface color coating systems of similar type to that specified as approved by Engineer.
2. United States owned company.
3. Member: ASBA.

B. Applicator's Qualifications:

1. Applicator regularly engaged, for past 3 years, in application of pickle ball, tennis and/or shuffleboard surface color coating systems of similar type to that specified as approved by Engineer.
2. Employ persons trained for application of pickle ball, tennis and/or shuffleboard surface color coating systems.

1.06 Delivery, Storage and Handling

A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage and Handling Requirements:

1. Store and handle materials in accordance with manufacturer's instructions.
2. Keep materials in manufacturer's original, unopened containers and packaging until application.
3. Store materials in clean, dry area indoors.
4. Store materials out of direct sunlight.
5. Keep materials from freezing.
6. Protect materials during storage, handling, and application to prevent contamination or damage.
7. Close containers when not in use.

1.07 Ambient Conditions

A. Do not apply pickle ball, tennis and shuffleboard surface color coating system when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.

B. Do not apply pickle ball, tennis and shuffleboard surface color coating system when rain is expected during application or within 24 hours after application.

PART 2 PRODUCTS

2.01 Manufacturer

- A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free (800) 326-1994. Fax (877) 825-9226. Website www.sportmaster.net. E-mail info@sportmaster.net.
- B. California Products Corporation, 150 Dascomb Road, Andover, MA 01810. (978) 623-9980. Website www.calprocorp.com E-mail info@calprocorp.com
- C. Approved Equal.

2.02 Materials

- A. Concrete Pickle Ball/Tennis Court Surface Color Coating System: SportMaster Color Coating System.
- B. Crack Sealant: SportMaster "Crack Magic".
 - 1. 100 percent acrylic emulsion elastomeric crack sealant.
 - 2. Seals cracks and expansion joints up to 1/2 inch wide in concrete pavement.
 - 3. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
 - 4. Non-Volatile Material: 61 percent, plus or minus 5 percent.
 - 5. Color: [Green] [Neutral] [Red]. – Chosen by Owner
- C. Crack Filler: SportMaster "Acrylic Crack Patch".
 - 1. 100 percent acrylic emulsion trowel-grade crack filler.
 - 2. Fills cracks in concrete pavement up to 1 inch wide.
 - 3. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 10.0 percent.
 - b. Hiding Pigment: 0.2 percent.
 - c. Mineral Inert Fillers: 78.0 percent.
 - d. Film Formers, Additives: 1.8 percent.
 - e. Water: 8.5 percent.
 - 4. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
 - 5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
 - 6. Color: [Green] [Neutral] [Red]. – Chosen by Owner
- D. Patch Binder: SportMaster "Acrylic Patch Binder".
 - 1. 100 percent acrylic emulsion liquid binder.
 - 2. Mix on-site with sand and cement.
 - 3. Levels and repairs low spots and depressions up to 3/4 inch deep in concrete pavement.
 - 4. Fills Cracks in concrete up to 1" in width.
 - 5. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
- E. Adhesion Promoter: SportMaster "Acrylic Adhesion Promoter".
 - 1. Acrylic emulsion primer.
 - 2. Primes concrete surface and promotes adhesion of color coating system materials.

3. Weight per Gallon at 77 Degrees F: 8.7 lbs., plus or minus 0.5 lbs.
- F. Filler Course: SportMaster “Acrylic Resurfacer”.
1. 100 percent acrylic emulsion resurfacer.
 2. Mix on-site with silica sand.
 3. Apply to adhesion promoter or previously colored acrylic surfaces in preparation of color coating system.
 4. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 44.0 percent.
 - b. Hiding Pigment: 2.0 percent.
 - c. Mineral Inert Fillers: 5.0 percent.
 - d. Film Formers, Additives: 0.2 percent.
 - e. Water: 45.0 percent.
 5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
 7. Color: [Black] or [Neutral]. – Chosen by Owner
- G. Color Coating: SportMaster “ColorPlus System”.
1. 100 percent acrylic emulsion coating.
 2. Mix on-site with silica sand and water.
 3. Color coats tennis and multipurpose courts.
 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.
- H. Line Markings Primer: SportMaster “Stripe-Rite”.
1. 100 percent acrylic emulsion primer, clear drying.
 2. Primes line markings and prevents bleed-under for sharp lines.
 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 38.0 percent.
 - b. Hiding Pigment: 0.0 percent.
 - c. Mineral Inert Fillers: 7.0 percent.
 - d. Film Formers, Additives: 1.5 percent.
 - e. Water: 50.0 percent.
 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
 5. Non-Volatile Material: 29 percent, plus or minus 5 percent.
- I. Line Paint: SportMaster “Textured Line Paint”.
1. Pigmented, 100 percent acrylic emulsion line paint.
 2. Line marking on concrete tennis courts.
 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent.
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
 4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
 5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine concrete court surfaces to receive color coating system.
- B. Verify:
 - 1. Suitable vapor barrier beneath concrete slab.
 - 2. Perimeter drainage to prevent moisture accumulation beneath concrete surface.
 - 3. Curing compounds have not been used on concrete surface.
 - 4. Concrete courts meet ASBA requirements.
- C. Notify Engineer of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with concrete tennis and shuffleboard court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. New Concrete:
 - 1. Cure new concrete surfaces a minimum of 30 days before application of concrete court surface color coating system.
 - 2. Provide medium broom finish or similar roughened texture.
 - 3. Do not steel trowel finish.
 - 4. Acid etch surface per manufacturers specifications, then rinse thoroughly.
- D. Existing Concrete:
 - 1. Sandblast, shotblast, or scarify smooth concrete surfaces to roughened texture similar to medium broom finish.
 - 2. Acid etch surface per manufacturers specifications, then rinse thoroughly.
- E. Remove dirt, dust, debris, oil, grease, sealers, curing compounds, vegetation, loose coatings, loose materials, and other surface contaminants which could adversely affect application of concrete tennis and shuffleboard court surface color coating system. Pressure wash entire surface.
- F. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of color coating.
- G. Repair spalled areas and level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.
- H. Apply adhesion promoter over entire concrete surface in accordance with manufacturer's instructions.

- I. Apply 1 coat of filler course to provide smooth underlayment for application of color coating.
- J. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

- A. Apply concrete tennis and shuffleboard court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- D. Filler Course:
 - 1. Apply 1 coat on new concrete or existing acrylic surfaces with minimal repairs.
 - 2. Apply 2 coats on existing acrylic surfaces with extensive cracks or low spot repair.
- E. Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

- A. Lay out tennis court line markings in accordance with USTA Rules of Tennis and shuffleboard court line markings in accordance with USA National Shuffleboard Association official rules.
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and court surface to prevent bleed-under when line paint is applied.
- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

3.5 PROTECTION

- A. Allow a minimum of 24 hours curing time before opening courts for play.
- B. Protect applied court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

PART 4 BASIS OF PAYMENT

- 4.01 Acrylic Resurfacing and Striping – Lump Sum – As per Manufacturers installation procedures.

END OF SECTION