

Benson Memorial Library Roof Replacement & Ceiling Repairs Project

CONTRACT DOCUMENTS 2025 - 01

Owner:
City of Titusville
107 North Franklin Street
Titusville, PA 16354

Architect:
Eos Studio Arc, LLC.
2006 Noble Street
Pittsburgh, PA 15218

Date Prepared:
02/13/26

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Commonwealth of Pennsylvania Community Development Block Grant Program*

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SECTION I – BID ADVERTISEMENT

Invitation for Bids

Sealed proposals will be received until 2:00 PM on March 19, 2026 at the Benson Memorial Library, Crawford County, located at 213 North Franklin Street, Titusville, PA 16354. Bids will be opened publicly at 2:00 PM on March 19, 2026, at Benson Memorial Library, for the following:

Benson Memorial Library Roof Replacement & Ceiling Repairs

Contract documents and specifications may be obtained from: Eos Studio Arc, LLC. by contacting Nick Graef, Project Coordinator at ngraef@eos-studioarc.com or via phone at (412)342-8338.

The work which the CONTRACTOR is required to perform under this Contract shall be commenced at the time stipulated by the OWNER in the Notice to Proceed to the CONTRACTOR and shall be fully/finally completed by August 1, 2026.

Before the Notice to Proceed will be issued there is to be a mandatory preconstruction meeting attended by the OWNER, COUNTY, and CONTRACTOR.

Each proposal must be accompanied by a certified check or bid bond in the amount of 10% of the contract amount, made out to the City of Titusville, as a guarantee that the bidder will furnish proper bonds satisfactory to the City, and enter into a contract to do the said work. This check or bond will be forfeited to the City in case of failure to do said work. The City of Titusville reserves the right to reject any or all proposals or waive any informality therein and award the contract to the best interests of the City. No bid may be withdrawn for a period of sixty (60) days from the opening date. Bidders must submit with their bids their completed non-collusion affidavit and any other signature documents contained in the Contract Documents.

All Bidders are herein notified that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) will be afforded full opportunity to submit bids in response to this notice and will not be subjected to discrimination on the basis of race, color, sex or national origin in consideration for award of the Contract. In addition to the Equal Employment Opportunity requirements of Executive order 11246 regarding discrimination, the CONTRACTOR must establish a 3% goal for WBE participation and a 5% goal for MBE participation in aggregate on-site construction work force for contracts in excess of \$10,000. The bidders/offers must submit documentary evidence of minority and women business enterprises who have been contacted and to whom commitments have been made. Documentation of such solicitations and commitments shall be submitted concurrently with the bid. The Crawford County Planning Office website contains a list of MBE/WBE/Section 3 businesses titled "Section 3 Business Listing" and "MBE/WBE Business Listing" at: <http://www.crawfordcountypa.net/Planning/Pages/CommDevBlockGrant.aspx>.

All proposals must be upon the forms furnished by the City of Titusville. **ALL ENVELOPES CONTAINING BID PROPOSALS SHALL BE CLEARLY MARKED WITH THE WORDS "SEALED BID" AND THE TITLE OF THE PROJECT.**

The successful bidder will be required to furnish the City of Titusville with a Labor & Material Bond of 100% a Performance Bond of 100% and Proof of Insurance.

Tim Russell
Interim City Manager



SECTION II – INSTRUCTIONS TO BIDDERS

Article I – Defined Terms

1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and the plural thereof:

- A. *Bidder*—the individual or entity who submits a Bid directly to OWNER.
- B. *Issuing Office*—The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. *Successful Bidder*—The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluations as hereinafter provided) makes an award.

Article 2 – Copies of Bidding and Contract Documents

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ARCHITECT assumes any responsibility for errors or misinterpretations resulting from the use of incomplete set of Bidding Documents.

2.3 OWNER and ARCHITECT in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

Article 3 – Qualifications of Bidders

3.1 To demonstrate Bidders qualifications to perform the Work, within five days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. The Bidder shall complete the Statement of Bidder's Qualifications included in the Bid Forms.

3.2 The OWNER may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Contract and/or to complete the project work within the time of completion.

Article 4 – Mandatory Pre-Bid Site Conference & Bidder Questions

4.1 Before submitting a bid, Bidders shall carefully examine the Contract Documents including the Plans and Specifications, and are advised that there is a mandatory Pre-Bid Conference scheduled for this project.

- A. **This mandatory pre-bid meeting will be held on March 4, 2026 at 2:00 PM at Benson Memorial Library, located at 213 North Franklin Street, Titusville, PA 16354.**
- B. The purpose of this mandatory Pre-Bid Conference is that each Contractor shall fully be informed as to all existing conditions and limitations and shall include in their bid a sum sufficient to cover the cost of all items required by the Contract Documents which can be determined by this site visit.
- C. Any contractor who does not attend this mandatory pre-bid conference will be ineligible to submit a bid for this project.

4.2 BIDDER QUESTIONS

- A. The written specifications shall be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the opening of the bids.
- B. Questions or concerns shall be submitted in writing to the project coordinator, Nick Graef, no later than 4 PM on March 6, 2026 via email at ngraef@eos-studioarc.com or via phone at (412)342-8338.
- C. Should any alterations to the specifications be made, written addenda will be emailed to all plan holders. These addenda shall then be considered to be part of these specifications.
- D. Only these formally issued addendums will be binding. Oral and other interpretations or clarifications shall be without legal effect.
- E. Submission of a proposal will be considered as conclusive evidence of the bidder's complete examination and understanding of the specifications.

Article 5 – Examination of Contract, Bid Documents, and Site

4.2 All Bidders shall make such investigations along the line of work as they believe necessary to determine the character and the nature of the conditions to be encountered. No extra payment will be allowed for extra conditions or items unless otherwise indicated in the Specifications. On request, the OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, test, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.3 The Bidder must consider Federal, State and Local laws and regulations which may affect the cost, progress, performance and time required to properly complete the work. It is the Bidder's responsibility to promptly notify the Owner or his representative of all conflicts, errors, ambiguities, or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents. It is the

responsibility of the Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may affect construction, progress, or performance of the work;
- D. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- E. Become aware of the general nature of the work to be performed by OWNER and others at the site that relates to the work as indicated in the Bidding Documents; and
- F. Promptly give ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ARCHITECT is acceptable to the Bidder.

Article 6 – Site and Other Areas

6.1 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

Article 7 – Contract Times

7.1 The number of days within which, or the dates by which, the work is to be substantially completed and completed and ready for final payment are set forth in the Bid Form and the Agreement.

Article 8 – Subcontractors, Suppliers, and Others

8.1 If the Supplementary Conditions require certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after the Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of

qualifications for each Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ARCHITECT, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase to bid.

8.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of bid security of any Bidder. Any objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ARCHITECT subject to revocation of such acceptance after the Effective Date of the Agreement as provided in General Conditions.

8.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

Article 9 – Submittal of Bid

9.1 Each prospective Bidder shall furnish one copy of the Bidding Documents with one separate unbound copy each of the Bid form. The unbound copy of the Bid form is to be completed and submitted with the following data:

- A. Required bid security;
- B. A tabulation of Subcontractors, Suppliers, and all other individuals and entities required to be identified in the Bid;
- C. Certification of Bidder Regarding Equal Opportunity Employment
- D. Certification of Proposed Subcontractor Regarding Equal Opportunity Employment
- E. Non-Collusion Affidavit of Bidder
- F. Non-Collusion Affidavit of Proposed Subcontractor
- G. Certification of Non-Segregated Facilities
- H. Statement of Bidder's Qualifications
- I. MBE/WBE Contract Solicitation and Commitment Statement
- J. Section 3 Affirmative Action Plan and Contractor Certification
- K. Build America Buy America (BABA) Certification Form
- L. In cases where federal, state, or local funding agencies prescribe certain certifications, forms, and/or attachments to be included as part of the bid, all Bidders shall include accurately completed, signed, dated, and (where necessary) notarized documents with their bid.

9.2 A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or Invitation for Bid, and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title, the name and address of the Bidder, and shall be accompanied by the Bid security and other required documents. Certain matters are considered "material elements" of the bid and may not be waived,

such as failure to sign the Proposal, missing or inadequate Bid Security, and any other items or attachments which are identified in the Documents as being required to accompany the bid.

Article 10 – Modification and Withdrawal of Bid

10.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

10.2 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the work is rebid, that Bidder will be disqualified from further bidding on the work.

Article 11 – Opening of Bids

11.1 The City of Titusville hereafter known as OWNER, will hold all proposals for the time specified in the Advertisement or Invitation for Bids. Bids will be opened at the time and place indicated in the Advertisement or Invitation for Bids, and unless obviously non-responsive, read aloud publicly. A copy of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

Article 12 – Award of Contract

12.1 OWNER reserves the right to reject any or all Bids, including nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder. The OWNER may consider the qualifications and the experience of Bidders and proposed Subcontractors and Suppliers when evaluating bids. The Owner may also consider all aspects of any proposed substitutions by Bidders of materials and equipment specified and the effect of such substitutions on the operating cost, maintenance requirements, performance and guarantees associated with the work.

12.2 If the Contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder. Upon receipt of the notice that the OWNER intends to award the Contract, the successful Bidder will promptly provide the required Contract Bonds.

Article 13 – Contract Security and Insurance

13.1 Section 3.9 of the Contract Conditions, titled Surety Bonds, sets forth OWNER's requirements as to

performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such bonds.

Article 14 – Signing of Agreement

14.1 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within 10 days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the drawings with appropriate identification.

Article 15 – Minority and Women Business Enterprises (MBE/WBE)

15.1 The promotion and encouragement of minority and/or women business enterprises is a commitment and objective of the OWNER. The Bidder will abide by Executive Orders 11625 and 12138 in connection with the utilization of MBE/WBE on the project. The OWNER has adopted a MBE/WBE Plan, which may be reviewed in its entirety at the office of the OWNER. The MBE/WBE Plan requires that all Bidders must make efforts to involve minority and women-owned businesses in the project through the use of such firms as subcontractors, material suppliers, and/or service providers. Each Bidder must identify potentially interested MBE and WBE firms and must contact such firms and/or others known to the Bidder in order to solicit involvement of MBE and WBE firms in the project. This requirement applies to all Prime Bidders, even those who themselves qualify as Minority or Women Business Enterprises. Included in the Bidding Documents is Form STD-168, “MBE/WBE Contract Solicitation and Commitment Statement.” Any Bid that does not include a completed Form STD-168 may be rejected for that reason alone.

Article 16 – Section 3 Contractor Responsibilities

16.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), as found at 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted project covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for Housing.

Article 17 – Preconstruction Meeting

17.1 Within 20 days after the Contract Times start to run, but before any work at the site is started, a conference attended by CONTRACTOR, ARCHITECT, and others as appropriate will be held to establish a working understanding among the parties as to the work, and to discuss the schedule of work, procedures for handling shop drawings and other submittals, processing applications for payment, and maintaining required records.

Article 18 – Wage Determination

18.1 The Department of Labor has issued a directive that the Davis-Bacon Wage Determination that is in effect on the day of the bid opening is the wage decision that must be used for all construction on federally funded projects. In order to comply with this requirement, the grantee will obtain the appropriate wage decision for a project prior to issuing the Invitation for Bid and included in the project bid forms in Section III. The Wage Determination will also be obtained 10 days prior to bid opening to ensure the most recent wage decision is utilized on the project. An addendum to the Bid Forms will be communicated to all proposed bidders.

Section III – Bid Forms

Bid Form

PROJECT IDENTIFICATION:

Benson Memorial Library
Roof Replacement & Ceiling Repairs
213 North Franklin Street
Titusville, PA 16354
Crawford County, Pennsylvania

THIS BID IS SUBMITTED TO:

City of Titusville
c/o Benson Memorial Library
213 North Franklin Street
Titusville, PA 16354

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such a longer period of time that Bidder may agree to in writing upon request of OWNER.
3. In submitting this bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum Date

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
- D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the work as indicated in the Bidding Documents.
- F. Bidder has correlated the information known to Bidder, information, and observations obtained from visits to the Site, reports and drawings identified in the bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- G. Bidder has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ARCHITECT is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms

- and conditions for the performance of the work for which this Bid is submitted.
- I. Bidders are required to work under an AIA Contract as agreed upon by Owner, Design Professional and Contractor
 - J. Bidders are to provide a Cost Analysis Sheet by Division.
 - K. The Bidder agrees to hold this bid open for 60 calendar days after the bid opening date.
 - L. Upon award, the Bidder agrees to start construction and mobilize within 30 days of a signed contract.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
5. Bidder will complete the work in accordance with the Contract Documents for the following price(s):
- A. **GENERAL CONSTRUCTION CONTRACT BID**
Replacement of the roof, associated structural repairs, any selected alternates, and any other necessary finish or repair work that is required in order to complete the necessary structural repairs and roof replacement scope.

BID

- | | |
|------------|-----------|
| | \$ |
| (In words) | (Figures) |
- 6. Bidder agrees that the work will be **substantially complete by July 15, 2026** and **ready for final payment on August 1, 2026**.
 - 7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the times specified above, which shall be stated in the Agreement.
 - 8. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of _____;
 - B. A tabulation of Subcontractors, Suppliers, and all other individuals and entities required to be identified in the Bid;
 - C. Required Bidder qualifications statement with supporting data;
 - D. Certification of Bidder Regarding Equal Opportunity Employment;
 - E. Certification of Proposed Subcontractor Regarding Equal Opportunity Employment;
 - F. Non-Collusion Affidavit of Bidder;
 - G. Non-Collusion Affidavit of Proposed Subcontractor;
 - H. Certification of Non-Segregated Facilities;
 - I. MBE/WBE Contract Solicitation and Commitment Statement;
 - J. Section 3 Affirmative Action Plan and Contractor Certification
 - K. Build America Buy America (BABA) Certification Form
 - 9. The Terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders.

Signature

Date

Bid Bond

BIDDER (Name and Address)

SURETY (Name and Address of Principal Place of Business)

OWNER (Name and Address)

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____

DATE (Not later than Bid Due Date): _____

PENAL SUM (use words): _____ (\$_____)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

_____(SEAL)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

Note: (1) Above address are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER, or other party shall be considered plural where applicable.

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.
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:
 - a. 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
 - b. All Bids are rejected by OWNER, or
 - c. 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 by 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 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 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 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 state 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 state, then the provision of said state 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 date 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 additional information desired.

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 importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available.
15. 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 this statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____ 20____.

Company: _____

By: _____

Title: _____

State of _____

County of _____

_____, being duly sworn deposes and says that he/she is
_____ of _____ and that the answers to the foregoing
questions and all statements therein contained are true and correct.

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

_____ Notary Public

My Commission expires _____ 20____

Certification of Bidder Regarding Equal Employment Opportunity

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification by Bidder

Bidder's Name:

Address and Zip Code:

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
☐ Yes ☐ No
 2. Compliance reports were required to be filed in connection with such contract or subcontract.
☐ Yes ☐ No
 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
☐ Yes ☐ No ☐ None Required
 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ Yes ☐ No
-

Certification—The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (please print)

Signature

Date

Certification by Proposed Subcontractor Regarding Equal Employment Opportunity

Name of Prime Contractor

Project Number

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before OWNER approves the subcontract or permits work to begin under the subcontract.

Certification by Subcontractor

Subcontractor's Name:

Address and Zip Code:

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes ☐ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

☐ Yes ☐ No ☐ None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☐ No

Certification—The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (please print)

Signature

Date

Non-Collusion Affidavit of Bidder

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) They are (OWNER, Partner, Officer, Representative or Agent) of:

the bidder that has submitted the attached Bid;
- 2) They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit, or cost element for the Bid prices or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its officers, partners, agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 20__

Title _____

My commission expires _____

Non-Collusion Affidavit of Subcontractor

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) They are (OWNER, Partner, Officer, Representative or Agent) of:

hereafter referred to as the Subcontractor;

- 2) They are fully informed respecting the preparation and contents of the attached Subcontractor's Proposal, submitted by the subcontractor to: _____,
the contractor for certain work in connection with the contract
name/number: _____
pertaining to the project in: _____
(City/Township/Borough or County and State).

- 3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

- 4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

- 5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its officers, partners, agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Title

Subscribed and sworn to before me this _____ day of _____, 20__

Title _____

My commission expires _____

Certification of Non-Segregated Facilities and Non-Employment of Illegal Alien Labor

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Employment 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, time clocks, locker rooms and other storage or dressing 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 national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors) prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity Clause, that they will retain such certifications in their files.

The Bidder further certifies in accordance with Act 43 (PL May 11, 2006) that they shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien.

In the event that the Bidder

- (a) knowingly employs or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien; and
- (b) the Bidder or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien,

The Bidder shall be subject to penalty as prescribed in Pennsylvania Act 43 (PL May 11, 2006).

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

Date: _____, 20____

(Printed Name of Company)

Official Address (including ZIP CODE): _____

(Signature)

(Title)

(Printed Name as signed above)

(Employer Identification Number)

Minority/Women Business Enterprises/Section 3 Workforce Bidder Instructions and Forms

This Project is funded in part with Community Development Block Grant (CDBG) funds. In accordance with CDBG rules and regulations, municipalities must uphold the conditions of Minority/Women Business Enterprise (MBE/WBE) and Section 3 Covered Assistance Plans. The objective of the plans is to facilitate the strengthening and expansion of MBE/WBE businesses and Section 3 workforce. Complete plan copies are available by contacting the Crawford County Planning Office, 903 Diamond Park, Meadville, PA 16335, or calling (814) 333-7341.

The MBE/WBE goal for this Project is 5% MBE 3% WBE; the Section 3 workforce goal is 25% or more of the total number of labor hours worked by all workers on a Section 3 qualified project. The successful bidder will be required to submit evidence that these goals have been met either through their own employment practices or through the use of MBE/WBE and Section 3 subcontractors and vendors. Failure to comply may result in the bidder being determined not responsible.

In preparation of your bid, you are expected to contact certified MBE/WBE firms listed at <http://www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx> in order to solicit subcontractor and supplier proposals.

As part of your bid, you are expected to complete and submit the **MBE/WBE/Section 3 Contract Solicitation and Commitment Statement** (Attachment A). Attached to this form you will find instructions to help with completion. This form will be used during bid review to ascertain your level of MBE/WBE and Section 3 utilization. Your efforts and success in utilizing these firms will be one of the tests of bidder responsibility.

Failure to meet this Project's MBE/WBE and Section 3 goals does not automatically disqualify your bid. At the municipality's discretion, elements of the MBE/WBE and Section 3 requirements may be waived provided the bidder can submit adequate evidence of an effort to enlist MBE/WBE and Section 3 subcontractors, suppliers, or workers for the Project. These efforts should be documented on the through a written explanation attached to the Contract Solicitation and Commitment Statement.

If you are the successful bidder, you will be expected to document, before the Notice of Award, your efforts to solicit MBE/WBE business participation and Section 3 workforce goals, and to confirm the percentage of participation you will achieve.

The successful bidder will be required to furnish a completed **Minority/Women/Section 3 Business Enterprise Quarterly Utilization Report** (Attachments B and C) on a quarterly or per project basis, whichever is sooner, for both the Prime and any Subcontractors, to the County Planning Office.

As part of your bid, you are expected to sign and submit the **Section 3 Affirmative Action Plan and Contractor Certification** (Attachment D), and **Subcontractor's Section 3 Affirmative Action Plan and Certification (if applicable)** (Attachment E) to ensure that the Section 3 Minimum Participation Level workforce goal of 25% or more of the total number of labor hours worked by all workers on a Section 3 qualified project. CONTRACTOR should also submit the number of proposed new hires or trainees to be utilized in the project, including those considered to be Section 3 workers, and their occupational category on the **Workforce Needs Tables—Employees and Trainees** (Attachments E and F).

Attachment A: *MBE/WBE/Section 3 Contract Solicitation and Commitment Statement*

Attachment B: *Minority/Women/Section 3 Business Enterprise Prime Contractor's Quarterly Utilization Report*

Attachment C: *Minority/Women/Section 3 Business Enterprise Subcontractor's Quarterly Utilization Report*

Attachment D: *Section 3 Affirmative Action Plan and Contractor Certification*

Attachment E: *Subcontractor's Section 3 Affirmative Action Plan and Certification (if applicable)*

MBE/WBE SECTION 3 CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder	(2) IFB Number
Address	Bid Opening Date
Telephone Number	Contact Person

(8) NOTE List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid Bidder's contract with Subcontractors and suppliers should be at least five days prior to the bid opening date

* (3) COMPANY NAME EIN / SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(4) Sec. 3 (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	* (7) TOTAL COMMITMENT DOLLAR AMOUNT

(9) NOTE Minimum Levels (MPL) MBE-5%, WBE-3%
A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level

(10) Prepared By:	Telephone Number/E-mail Address:
-------------------	----------------------------------

Use additional sheets if necessary.

MBE/WBE/Section 3 Contract Solicitation and Commitment Statement Instructions

Explanation of Column Items

1. Provide your company name, address, and telephone number.
2. Provide the Invitation for Bid (IFB) number, if available, bid opening date and bidder's contact person.
3. Enter the subcontractor's company name, Employer Identification Number (EIN), Social Security Number (SSN), and telephone number with area code. Only the company's name is a mandatory item.
4. Indicate whether or not the firm is a MBE, WBE, or Section 3 firm. Place a check mark in either the MBE column or the WBE column, and in the Section 3 column, if appropriate. (A firm may qualify as a Section 3 firm as well as either an MBE or WBE)
5. Indicate the type of work to be performed and/or material to be supplied.
6. Enter the total dollar amount of the quote received.
7. Enter the dollar amount of the commitment which you have made to the MBE or WBE and/or Section 3 firm. If no amount is provided in this space, it will be presumed that your firm made no commitment.
8. NOTE: you must include information on both solicited and unsolicited quotes. Failure to include a firm providing solicited or unsolicited quotes may result in the rejection of the bid. Five days is a guide. However, adequate time must be provided for subcontractors and suppliers to respond to bids.
9. NOTE: If the minimum participation levels (MPL) for this project are not achieved, you must provide written explanation on this or a separate sheet explaining the failure to achieve the MPL for either MBE, WBE, Section 3, or all. Failure to provide this explanation will result in rejection of the bid as non-responsive.
10. Indicate the name and title of the person(s) preparing the form.

***KEY NOTE:** Mandatory Items—failure to provide mandatory items will result in rejection of the bid as non-responsive. These items appear in Columns 3 and 7. Only the company name is a mandatory item of column 3.

OTHER IMPORTANT NOTE: Any WBE or MBE listing provided as part of this document is for convenience only. Regardless of there being any WBE or MBE listing provided herein, or not, the CONTRACTOR shall make their own effort beyond said listing to achieve the MBE/WBE goals. Relying solely on any MBE/WBE listing provided herein is not acceptable and will not be considered an appropriate effort toward MBE/WBE contact solicitation and/or commitment. The CONTRACTOR shall visit the following link below to the Crawford County Planning Office website to obtain a list of MBE/WBE/Section 3 businesses on the page titled "Section 3 Business Listing" and "MBE/WBE Business Listing".

- <https://cdbg-program-crawfordcountypa.hub.arcgis.com/>

**MINORITY & WOMEN'S BUSINESS ENTERPRISE
PRIME CONTRACTOR'S QUARTERLY UTILIZATION REPORT**

(This form should be returned within 10 working days at the end of each quarter.)

PRIME CONTRACTOR'S FIRM NAME					REPORTING PERIOD			
ADDRESS					CONTRACT NUMBER			
TELEPHONE								
CONTACT PERSON					DATE RECEIVED (Office use Only)			
List State certified minority and/or women-owned businesses whose services and/or supplies you have purchased in reference to this contract.								
COMPANY NAME	ADDRESS	TELEPHONE NUMBER	MBE (X)	WBE (X)	TRANSACTION SUB CONTRACT (X)	SUPPLIES (X)	DATE PAID	MBE/WBE ACTUAL DOLLARS*
Prepared By:		Title:			Phone No:		E-Mail Address:	

* PLEASE AFFIX COPIES OF MBE & WBE INVOICES TO YOUR COMPANY ALONG WITH COPIES OF YOUR COMPANY'S CANCELED CHECKS REFLECTING PAYMENT OF THE MBE AND WBE INVOICES.

Commonwealth of Pennsylvania
DEPARTMENT OF COMMUNITY & ECONOMIC DEV.
DCED-CCD-MWBE-02 (9-08)

(PLEASE PRINT)

**MINORITY AND WOMEN'S BUSINESS ENTERPRISE
SUBCONTRACTOR'S QUARTERLY UTILIZATION REPORT**

(This form should be returned within 10 working days at the end of each quarter.)

SUBCONTRACTOR'S FIRM NAME**ADDRESS****TELEPHONE****CONTACT PERSON****REPORTING PERIOD****CONTRACT NUMBER****DATE RECEIVED (Office use Only)**

List the prime contractors who have purchased your services and/or supplies in reference to this contract.

COMPANY NAME	ADDRESS	TELEPHONE NUMBER	DATE SERVICES/ SUPPLIES PROVIDED	DATE INVOICE SENT	AMOUNT INVOICED	DATE INVOICE PAID	AMOUNT PAID
PREPARED BY:			TITLE:		PHONE NO:		E-MAIL ADDRESS:

* PLEASE AFFIX COPIES OF YOUR COMPANY'S INVOICES TO THE PRIME CONTRACTOR.

Section 3 Affirmative Action Plan and Contractor Certification

Section 3 Affirmative Action Plan

_____, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the use of Section 3 Workers and Section 3 Business Concerns within Crawford County.

- A. To ascertain from the grantee's Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the grantee's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
 - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - 2. Participants in YouthBuild Programs, and
 - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Affirmative Action Plan when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - 1. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - 2. Applicants selected to carry out YouthBuild projects;
 - 3. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.

- I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
- J. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K. To submit reports to DCED and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

Contractor Certification

As an officer and representative of _____ [*Name of Contractor*] On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

Name and Title of the Authorized Representative (print or type)

Signature of Authorized Representative

Date

Subcontractor's Section 3 Affirmative Action Plan and Certification

Subcontractor's Section 3 Affirmative Action Plan

- A. The SUBCONTRACTOR shall utilize, to the maximum extent feasible, eligible Section 3 business concerns located in the area of the Local Public Agency contracting for work to be performed in connection with the completion of the contract. A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:
- At least 51 percent owned and controlled by low- or very low-income persons;
 - Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers; or
 - A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- B. It is the policy of CRAWFORD COUNTY to the greatest extent feasible, to comply with the benchmarks established by the U.S. Department of Housing and Urban Development, as follows:
- The benchmark for Section 3 workers is set at 25% or more of the total number of labor hours worked by all workers on a Section 3 project.
 - The benchmark for Targeted Section 3 workers is set at 5% or more of the total number of labor hours worked by all workers on a Section 3 project. The 5% is part of the 25% threshold.
- C. To achieve the goal specified in paragraph B, the SUBCONTRACTOR shall:
- a. Make full use of minority business listings made available by the Small Business Administration and the Pennsylvania Department of General Services.
 - b. Take steps to ensure that subcontracts which are typically let on a bid rather than a negotiated basis are also let on a negotiated basis whenever feasible.
 - c. Where competitive bids are solicited, include as part of the bid documents the subcontractor's goal for Section 3 as it relates to the work for which bids are being solicited, and require each bidder to submit their Utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
 - d. Insert the Section 3 contract language required by 24 CFR 135.20(b) in all subcontracts; and require that a Section 3 Certification of Compliance, similar to the Subcontractor's Certification of Compliance and Affirmative Action Plan for Business Utilization be executed by the SUBCONTRACTOR.

Subcontractor's Certification

As an officer and representative of _____ [Name of Subcontractor] On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

(Signature of Authorized Representative)

(Date)

PURPOSE: The “Buy America Certification Form” is used to certify that, as required by federal law, all of the iron, steel (for FY23 funded projects and forward), specific construction materials – non-ferrous metals, lumber, composite building materials, plastic and polymer based pipe and tube, (for FY24 funded projects and forward), all construction materials, including manufactured products (for FY25 funded projects and forward) utilized in federally funded projects with an aggregate of \$250,000 or more funds, including HUD CDBG funds, are produced in the United States in a manner that complies with the Build America, Buy America Act, unless an applicable waiver applies or is granted by the Made in America Office of Management and Budget (MIAO).

GENERAL INFORMATION: BABA guidance requires the following Buy America preference:

- 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2) All listed manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and, for FY 2025 funded projects forward;
- 3) All (listed and non-listed) construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Prime Contractor is responsible for all subcontractors and for ensuring that all manufacturers and suppliers certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand. Any additional materials needed for the project should be itemized, specify if BABA applies, and then certified by the engineer and maintained in the grantee’s records with the official Change Order.

BABA Certification Instructions

The following page is the certification form that will need to be submitted by the contractor at the time of bid submission.

Instructions for General Information section:

The grantee should complete the information asked for in the section.

Instructions for Materials section:

Material Type: Select the category that the material best fits in: Iron & Steel, Construction Materials-- Specifically Listed, Construction Materials--Not Specifically Listed, and Manufactured Products.

Name of Manufacturer: Provide the name of the manufacturer of the material to be used.

Location of Product: Provide the location of where the product was manufactured, in compliance with the BABA requirements.

Description: This is space to provide details of the material to be used.

Instructions for Certification section:

This is to be completed and signed by the contractor. The certification must be included with the contractor's bid submission. A fillable PDF form is available upon request from the County.



BUY AMERICA CERTIFICATION FORM

Build America, Buy America Act (BABA)

GENERAL INFORMATION		
1. GRANTEE:		2. DCED CONTRACT NUMBER:
3. CONTRACTOR:		4. ACTIVITY NAME:

MATERIALS		
1A. MATERIAL TYPE: Select One	1C. LOCATION OF PRODUCT:	1D. DESCRIPTION:
1B. NAME OF MANUFACTURER:		
2A. MATERIAL TYPE: Select One	2C. LOCATION OF PRODUCT:	2D. DESCRIPTION:
2B. NAME OF MANUFACTURER:		
3A. MATERIAL TYPE: Select One	3C. LOCATION OF PRODUCT:	3D. DESCRIPTION:
3B. NAME OF MANUFACTURER:		
4A. MATERIAL TYPE: Select One	4C. LOCATION OF PRODUCT:	4D. DESCRIPTION:
4B. NAME OF MANUFACTURER:		
5A. MATERIAL TYPE: Select One	5C. LOCATION OF PRODUCT:	5D. DESCRIPTION:
5B. NAME OF MANUFACTURER:		
6A. MATERIAL TYPE: Select One	6C. LOCATION OF PRODUCT:	6D. DESCRIPTION:
6B. NAME OF MANUFACTURER:		
7A. MATERIAL TYPE: Select One	7C. LOCATION OF PRODUCT:	7D. DESCRIPTION:
7B. NAME OF MANUFACTURER:		
8A. MATERIAL TYPE: Select One	8C. LOCATION OF PRODUCT:	8D. DESCRIPTION:
8B. NAME OF MANUFACTURER:		
9A. MATERIAL TYPE: Select One	9C. LOCATION OF PRODUCT:	9D. DESCRIPTION:
9B. NAME OF MANUFACTURER:		

MATERIALS		
10A. MATERIAL TYPE: Select One	10C. LOCATION OF PRODUCT:	10D. DESCRIPTION:
10B. NAME OF MANUFACTURER:		
11A. MATERIAL TYPE: Select One	11C. LOCATION OF PRODUCT:	11D. DESCRIPTION:
11B. NAME OF MANUFACTURER:		
12A. MATERIAL TYPE: Select One	12C. LOCATION OF PRODUCT:	12D. DESCRIPTION:
12B. NAME OF MANUFACTURER:		
13A. MATERIAL TYPE: Select One	13C. LOCATION OF PRODUCT:	13D. DESCRIPTION:
13B. NAME OF MANUFACTURER:		
14A. MATERIAL TYPE: Select One	14C. LOCATION OF PRODUCT:	14D. DESCRIPTION:
14B. NAME OF MANUFACTURER:		
15A. MATERIAL TYPE: Select One	15C. LOCATION OF PRODUCT:	15D. DESCRIPTION:
15B. NAME OF MANUFACTURER:		
16A. MATERIAL TYPE: Select One	16C. LOCATION OF PRODUCT:	16D. DESCRIPTION:
16B. NAME OF MANUFACTURER:		

CERTIFICATION		
<p>I hereby certify the materials to be installed pursuant to the attached Bid Submittal conform to the Build America, Buy America Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Signing this document does not relieve the signee of providing evidence of compliance upon request by DCED or HUD.</p> <p>By signing, I certify the statements above are true to the best of my ability and knowledge and that the listed materials for use in this project funded by federal dollars were produced in the United States of America.</p>		
CONTRACTOR NAME:	CONTRACTOR SIGNATURE:	DATE:
COMPANY NAME:		

Section IV - Insurance, Bonds, and Related Matters

Article 1 - Contractor's Liability Insurance

1.1 The CONTRACTOR shall purchase and maintain, from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such comprehensive liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

- 1.1.1** claims under workers' compensation, disability benefits and other similar employee benefit acts;
- 1.1.2** claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
- 1.1.3** claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
- 1.1.4** claims for damages insured by customary personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (2) by any other person for any other reason;
- 1.1.5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 1.1.6** claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

1.2 Umbrella and/or Excess Liability Insurance - In addition to the insurance requirements itemized in this Section, the CONTRACTOR shall provide "Excess Liability" coverage of \$1 million. If the CONTRACTOR intends to use their "Excess Liability" policy to meet the other specified insurance limits, the "Excess Liability" policy must be increased accordingly. If the total of the required underlying policies and the excess limits are met, all requirements will be satisfied.

1.3 No XCU Exclusions - Any XCU exclusions shall be deleted from the policy and full coverage shall be included for property damage liability for explosion hazards, collapse hazards and underground property damage hazards. The policies of insurance so required by this paragraph to be purchased and maintained shall:

- 1.3.1** include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ARCHITECT, OWNERS/ARCHITECTS Consultants and any other persons or entities identified in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;
- 1.3.2** include the specific coverages and be written for not less than the limits of liability provided herein or required by Laws or Regulations, whichever is greater;
- 1.3.3** include completed operations insurance;
- 1.3.4** include contractual liability insurance covering CONTRACTOR's indemnity obligations under this contract;
- 1.3.5** contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has

been given to OWNER and CONTRACTOR and to each other additional insured identified to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to Article 2 will so provide);

1.3.6 remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work; and

1.3.7 with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

Article 2 – Owner’s Liability Insurance

2.1 In addition to the insurance required to be provided by CONTRACTOR under this section, OWNER, at OWNER's option, may (but is not obligated to) purchase and maintain, at OWNER's expense, OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Article 3 – Property Insurance

3.1 Unless otherwise provided in the Contract Documents, CONTRACTOR shall purchase and maintain property insurance, from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, in the full amount of the contract on a replacement cost basis (subject to such deductible amounts as may be approved by the OWNER or required by Laws and Regulations). This insurance shall:

3.1.1 Include the interests of OWNER, CONTRACTOR, Subcontractors, ARCHITECT, OWNER/ARCHITECT'S Consultants and any other persons or entities identified in the Contract Documents, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

3.1.2 be written on a Builder's Risk "All-Risk" or open peril or special causes of loss policy form, and shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work and work in transit, and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Contract Documents;

3.1.3 include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects);

3.1.4 cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ARCHITECT; and

3.1.5 be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ARCHITECT, with thirty days' written notice to each other additional insured identified and to whom a certificate of insurance has been issued.

3.1.5 OWNER may purchase and maintain such additional property insurance as he/she deems necessary or as required by Laws and Regulations which will include the interests of OWNER,

CONTRACTOR, Subcontractors, ARCHITECT, OWNER/ARCHITECT'S Consultants and any other persons or entities identified in the Contract Documents, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

3.2 All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified to whom a certificate of insurance has been issued, and will contain waiver provisions in accordance with Article 4.

3.3 OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work.

Article 4 – Waiver of Rights

4.1 OWNER and CONTRACTOR intend that all policies purchased in accordance with this section will protect OWNER, CONTRACTOR, Subcontractors, ARCHITECT, OWNER/ARCHITECT'S Consultants and all other persons or entities identified to be listed as insureds or additional insureds in such policies, and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ARCHITECT, OWNER/ARCHITECT'S Consultants and all other persons or entities identified to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

4.2 In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ARCHITECT, OWNER/ARCHITECT'S Consultants and the officers, directors, employees and agents of any of them, for:

4.2.1 loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

4.2.2 loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization, after substantial completion, or after final payment.

4.3 Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss, the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ARCHITECT, OWNER/ARCHITECT'S Consultants and the officers, directors, employees and agents of any of them.

Article 5 – Receipt and Application of Insurance Proceeds

5.1 Any insured loss under the policies of insurance required herein will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced, the monies so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.2 OWNER, as fiduciary, shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to the OWNER's exercise of this power. If such objection is made, OWNER, as fiduciary, shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER, as fiduciary, shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER, as fiduciary, shall give bond for the proper performance of such duties.

Article 6 – Limits of Insurance Coverage

6.1 The CONTRACTOR will furnish the following minimum limits of insurance coverage, unless otherwise specified in the Detail Specifications:

<u>General Liability</u>	
Bodily Injury	\$3,000,000
Property Damage	\$3,000,000

<u>Automobile Liability</u>	
Combined Single Limit	\$1,000,000

<u>Excess Liability</u>	\$1,000,000
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<u>Workers' Compensation</u>	Statutory
<u>Employer's Liability</u>	\$100,000

<u>Property Insurance:</u>	Builder's Risk "All-Risk"
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Applicable to projects involving structures: Limit of coverage will correspond to the amount of the contract less any agreed to uninsurable portions of the Work, as approved by the OWNER. In cases of projects involving utility lines or other work on which Builder's Risk policies are normally not written, the CONTRACTOR will furnish an "All-Risk" Installation Floater which provides coverage for all materials stored or installed. Such insurance will provide coverage until said materials have been installed, tested and placed in operation by OWNER. Such insurance may have a deductible clause, but the amount of deductible shall not exceed One Thousand Dollars (\$1,000.00).

Special Hazards Insurance
When the Work involves occupancy of railroad right of way, highway right of way, use of marine equipment or Work in navigable waterways, or any other special hazard, adequate liability insurance shall be provided by the CONTRACTOR as required by the railroad or the

regulatory agency or governmental body having jurisdiction over the Work site(s). In the case of railroad protective insurance, the conditions of the License Agreement between the OWNER and the railroad will be fully met by the CONTRACTOR's insurance, with such special insurance certificates or "additional insureds" as may be required. In the case of occupancy of PennDOT right of way, the CONTRACTOR will furnish all certificates required by PennDOT, on the form(s) prescribed by PennDOT.

Article 7 – Partial Utilization—Property Insurance

7.1 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, the insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

Article 8 – Indemnification

8.1 The CONTRACTOR shall waive any right of contribution and shall indemnify and hold harmless the OWNER, its agents and employees, and the ARCHITECT, 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 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. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this agreement.

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

8.3 "Claims, damages, losses and expenses", as these words are used in this agreement, shall be construed to include, but not be limited to: (1) injury or damage consequent upon the failure of or use or misuse by CONTRACTOR, its subcontractors, agents, servants or employees, of any hoist, shoring, rigging, blocking, scaffolding or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by OWNER; (2) all attorney's fees and costs incurred in bringing an action to enforce the provisions of this indemnity agreement; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.

8.4 Any provision of this Paragraph in respect of indemnification which is prohibited or unenforceable by law in the State in which the Work, or other performance described in this Contract is cited, shall be ineffective to the extent of such prohibition or unenforceability and shall not invalidate the remaining provisions of this Paragraph or this Contract.

Article 9 – Surety Bonds

9.1 All Bonds will be taken out with a corporate surety that is acceptable to the OWNER and is authorized to do business in the State where the Work is to be performed.

9.2 All Bonds shall be in the form prescribed by law or regulation or by the Contract Documents and be executed by such sureties as are named either in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department or in the current edition of the "Surety List" of licensed companies published by the Commonwealth of Pennsylvania Insurance Department, Company Division System. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to act, dated concurrent with the Bond.

9.3 If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Project is located or it ceases to meet the requirements above, the CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the OWNER.

9.3.1 Performance and Payment Bonds

Before execution of the Contract Agreement, the CONTRACTOR shall furnish to the OWNER the following bonds which shall become binding upon the awarding and execution of the Contract Agreement:

- 1) Performance Bond: At one hundred percent of the final Contract amount conditioned upon the faithful performance of the Contract, in accordance with the Plans, Specifications and conditions of this Contract. Such bond shall be solely for the protection of the OWNER.
- 2) Payment Bond: At one hundred percent of the final Contract amount, such Bond shall be solely for the protection of individuals, firms, corporations, partnerships and associations supplying labor or materials to the CONTRACTOR or to any of his/her subcontractors in the prosecution of the Work provided for in the Contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the Work.

9.3.2 Maintenance Bond

At the time of final acceptance of the Project construction and prior to final payment, the CONTRACTOR will, unless otherwise indicated in the Detail Specifications, be required to furnish the OWNER with a one-year Maintenance Bond in the amount of one hundred percent of the final contract amount covering the guarantee for one year for any required or necessary maintenance or repairs on the completed Project or necessary maintenance of highway surface or base.

9.3.3 Consent of Surety to Final Payment

At the time of final acceptance of the Project construction and prior to final payment, the CONTRACTOR will be required to provide a Consent of Surety to Final Payment from the Surety which issued the Performance and Payment Bonds, accompanied by a properly executed Power of Attorney, and indicating that all claims for labor and material on the Project have been satisfied and the Surety consents to have the final payment released to the CONTRACTOR.

Section V – Contract Conditions

Article 1 – General

1.1 DEFINITIONS

Wherever used in the Contract, the following terms have the meanings indicated.

- 1.1.1 *Addenda*: Written or graphic instruments issued prior to the opening of Bids which clarify, modify, correct, interpret or change the Bidding Requirements or Contract Documents.
- 1.1.2 *Agreement (or Contract Agreement)*: The written contract between the OWNER and the CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
- 1.1.3 *Architect or Architect/Crawford County Planning*: The architect or Crawford County Planning authorized by the OWNER as its technical and/or design representative for the Project.
- 1.1.4 *Bid*: The offer or proposal of the bidder submitted on the prescribed form, setting forth the prices for the Work to be performed.
- 1.1.5 *Bidder*: Any person, firm or corporation submitting a bid for the Work.
- 1.1.6 *Bidding Documents*: The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda).
- 1.1.7 *Bonds*: Bid, Performance, Payment and Maintenance Bonds and other instruments of security furnished by the CONTRACTOR and his/her surety in accordance with the Contract Documents.
- 1.1.8 *Change Order*: A written order to the CONTRACTOR authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.1.9 *Contract Documents*: The Agreement, Addenda, CONTRACTOR's Bid, the Notice to Proceed, the Bonds, the Contract Conditions, the Federal Requirements, the State Requirements, the Specifications (General, Detail or Technical) and the Drawings, together with all written amendments, Change Orders, field orders and written interpretations and/or clarifications.
- 1.1.10 *Contract Price*: The monies payable by the OWNER to the CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
- 1.1.11 *Contract Time*: The number of days or the dates stated in the Agreement: 1) to achieve Substantial Completion; and 2) to complete the Work so that it is ready for final payment as evidenced by the Architect's or Crawford County Planning's written recommendation of final payment.
- 1.1.12 *CONTRACTOR*: The person, firm or corporation with whom the OWNER has entered into the Agreement.

- 1.1.13 *Drawings (or Contract Drawings or Plans or Contract Plans)*: The Drawings which show the scope, extent and character of the Work to be furnished and performed by the CONTRACTOR. Shop drawings are not Drawings as so defined.
- 1.1.14 *Crawford County Planning or Architect/Crawford County Planning (A/E)*: The Crawford County Planning or architect authorized by the OWNER as its technical and/or design representative for the Project. Wherever the term "Crawford County Planning" is used, it shall mean Crawford County Planning or Architect or other design professional acting as the OWNER's representative, as applicable.
- 1.1.15 *Field Order*: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time issued by the Crawford County Planning to the CONTRACTOR during construction.
- 1.1.16 *Lump Sum Price*: The amount bid as a single item for the Work complete and ready to use.
- 1.1.17 *Materials*: Materials incorporated or to be incorporated into the Contract Work or to be used in the operation of the completed improvements.
- 1.1.18 *MBE/WBE*: A person, firm or corporation qualifying under the OWNER's Minority and Women Business Enterprise Plan as a bona fide Minority Business Enterprise or Woman-Owned Business Enterprise.
- 1.1.19 *Notice of Award*: The written notice of the acceptance of the Bid from the OWNER to the successful bidder.
- 1.1.20 *Notice to Proceed*: A written notice given by the OWNER (or its representative) to the CONTRACTOR fixing the date on which the Contract Times will commence to run; and on which the CONTRACTOR shall start to perform its obligations under the Contract Documents.
- 1.1.21 *OWNER*: The public body or authority, corporation, association, firm or person with whom the CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- 1.1.22 *Plans*: (see "Drawings").
- 1.1.23 *Project*: The undertaking to be performed as provided in the Contract Documents.
- 1.1.24 *Resident Project Representative*: Any authorized representative of the OWNER who is assigned to the Project site or any part thereof, including the CRAWFORD COUNTY PLANNING and the CRAWFORD COUNTY PLANNING's authorized representative.
- 1.1.25 *Shop Drawings*: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

- 1.1.26 *Specifications:* A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.1.27 *Subcontractor:* An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other subcontractor for the performance of a part of the Work at the site.
- 1.1.28 *Substantial Completion:* The Work (or a specified part thereof) has progressed to the point where, in the opinion of the CRAWFORD COUNTY PLANNING (as evidenced by a definitive certificate of substantial completion), it is sufficiently complete so that the Work or specified part can be utilized for the purposes intended. Use of this term is referenced to the "Public Works Contract Regulation Law," Act No. 317 of 1978 as amended by Act. No. 200 of 1982.
- 1.1.29 *Supplemental Unit Prices:* The unit prices included on the CONTRACTOR's Bid which apply to increasing or decreasing the Project quantities on the basis of Unit Price payment. (See "Unit Price").
- 1.1.30 *Supplementary Conditions:* The part of the Contract Documents which amends or supplements these Contract Conditions.
- 1.1.31 *Supplier:* A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the CONTRACTOR or with any subcontractor to furnish materials or equipment to be incorporated into the Work.
- 1.1.32 *Underground Facilities:* All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water. Use of this term is referenced to the "Underground Utility Line Protection Law," Act No. 38 of 1991, or as amended.
- 1.1.33 *Unit Price:* Any price bid under the respective items of the Proposal Form, whether such price be per unit of measurement, per each or per lump sum.
- 1.1.34 *User:* When used in relationship to a utility, shall mean the utility owner or utility operator. Use of this term is referenced to the "Underground Utility Line Protection Law," Act No. 38 of 1991, or as amended.
- 1.1.35 *Work:* The entire construction or the various, separately identifiable parts thereof, required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.1.36 *Written Notice:* Any notice to any part of the Agreement relative to any part of this Contract in writing and considered delivered and the service thereof completed when posted by

Certified or Registered Mail to the said party at his/her last given address, or delivered in person to said party or his/her authorized representative on the Work.

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

Wherever in the Contract Documents the words "supervision," or "superintendence," or words of like import are used, it shall be understood that supervision or superintendence by the CONTRACTOR is intended.

1.2 SCOPE OF WORK

The Work to be done under this Contract, as shown on the Contract Plans and Specifications, shall include the furnishing and complete installation of all materials and any other necessary Work required for proper completion, operation and use of the facilities.

All of the equipment, materials and labor that may be necessary to complete the Work and place it in satisfactory operation, implied or intended in the Plans and Specifications, shall be furnished and/or installed without extra cost to the OWNER.

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

Article 2 – Contract and Contract Documents

2.1 GENERAL

The Contract Documents comprise the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract Agreement.

2.2 BIDDING DOCUMENTS

Bidding Documents issued by the OWNER to assist bidders in preparing their proposals include:

2.2.1 Advertisement for Bids (or Invitation for Bids)

2.2.2 Information for Bidders (or Instructions to Bidders)

2.2.3 Proposal Form or "Bid" - The offer of a bidder to perform the Work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

2.2.4 Bid Security - A cashier's check, certified check, or Bid Bond shall accompany the Proposal Form submitted by the bidder as a guarantee that the bidder will enter into an Agreement

with the OWNER for the construction of the Work if the Contract is awarded to him/her.

2.2.5 Addenda to Contract Documents - Any addenda issued during the time of bidding, or forming a part of the Contract Documents in the possession of the bidder for the preparation of his/her Proposal, shall be covered in the Proposal Form and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal Form, and a receipted copy shall be submitted with the Bid.

2.2.6 Any certifications, forms, affidavits or required attachments to the Bid as required by the Contract Documents.

2.3 CONTRACTUAL DOCUMENTS

2.3.1 Agreement (or Contract Agreement) covers the performance of the Work described in the Contract Documents, including all supplemental addenda thereto and all general and special specifications and provisions pertaining to the Work or materials therefore. The Agreement also includes any required certifications, forms, affidavits or required attachments submitted by the CONTRACTOR as a part of his/her Bid.

2.3.2 Bonds - The CONTRACTOR shall, before the time of his/her execution of the Contract Agreement, furnish bonds in a form prescribed by the OWNER and with a Surety Company authorized to do business in the State where the Work is located as follows:

- 1) Performance Bond in an amount equal to one hundred percent of the Contract Amount as a guarantee of good faith on the part of the CONTRACTOR to execute the Work in accordance with the terms of the Contract.
- 2) Labor and Material Payment Bond in an amount equal to one hundred percent of the Contract Amount as a guarantee of good faith on the part of the CONTRACTOR to make all payments for labor and material in connection with the Contract.
- 3) Insurance policies or certificates as specified.

2.4 PLANS AND SPECIFICATIONS

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

2.4.2 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the ARCHITECT, who shall promptly correct such inconsistencies or ambiguities in writing. Any Work done by the CONTRACTOR after his/her discovery of such discrepancies, but prior to their written correction, shall be done at the CONTRACTOR's risk.

2.4.3 Each requirement appearing in any one of the Contract Documents is as binding as though it were repeated or shown in every one of the Documents. In case of any discrepancy or conflict between or among two or more of said documents, except as otherwise ruled by the OWNER, figured dimensions shall control scaled dimensions, larger scale superseding smaller scale, Plans shall control Specifications, and, in general, a special or detail specification shall control a general or standard specification or plan relative to the same subject.

2.4.4 In any and all cases of discrepancy in figures, Drawings or Specifications, the matter shall be submitted immediately by the CONTRACTOR to the ARCHITECT for their decision.

2.5 NOTICE OF CHANGE OF ADDRESS

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

2.6 ASSIGNMENT OF CONTRACT

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

2.7 MODIFICATION OF CONTRACT

2.7.1 Changes Initiated by OWNER

If changes are necessary to carry out and complete more fully or perfectly the Work to be performed under the Contract, the Contract may be modified. The Contract may only be changed by written order of the OWNER. The CONTRACTOR shall acknowledge, in writing, the receipt of every such order. If the changes increase the cost of performing the Work, the increased cost shall be paid by the OWNER. If such changes reduce the cost of performing the Work, the amount of such reduction shall be credited to the OWNER. No consequential loss of profit on Work not executed shall be paid to the CONTRACTOR.

The amount of compensation to be paid to the CONTRACTOR or credited to the OWNER for any changes to the Contract, as so ordered, shall be determined as indicated in Subsection 2.7.3, "Basis for Determination of Additional Compensation."

2.7.2 Changes Initiated by CONTRACTOR

Required Notices and Authorization:

If the CONTRACTOR encounters conditions which may, in his/her opinion, require a change in the Contract or result in a claim for additional compensation, the CONTRACTOR shall give immediate written notice to the OWNER of such conditions, and perform no additional Work affected by such conditions until a written order is issued by the OWNER and accepted by the CONTRACTOR.

No claims for additional compensation will be made or allowed for any affected Work performed prior to approval by the OWNER.

Claims for additional compensation shall be made in accordance with this Paragraph and

Paragraph 6.8, "Requests for Extra Compensation."

The amount of compensation to be paid to the CONTRACTOR or credited to the OWNER for any changes to the Contract, as so ordered, shall be determined as indicated in Subsection 2.7.3, "Basis for Determination of Additional Compensation."

2.7.3 Basis for Determination of Additional Compensation

- 1) When additional compensation is due the CONTRACTOR or when a credit is due the OWNER for changes to the Contract, the amount of such additional compensation or credit shall be determined as follows:
 - a) By such applicable unit prices, if any, as are set forth in the Contract Documents; claims for additional compensation shall be accompanied by itemized information showing the location of the extra Work and the quantity of each item for which the CONTRACTOR requests payment. The location shall reference the construction, stationing, street names and property owners; or
 - b) By a lump sum mutually agreed upon by the OWNER and the CONTRACTOR; or
 - c) If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then by the cost (or in the case of credit - the estimated cost) to the CONTRACTOR for the materials, labor and equipment.
- 2) These costs shall be calculated in accordance with Pennsylvania Department of Transportation Publication 408, latest edition, for extra work performed on a force account basis as follows:
 - a) Labor - Wages of forepersons; equipment operators; and skilled, semi-skilled, and common laborers directly assigned to the specific operation will be reimbursed as direct labor at contract or actual payroll rate of wages per hour and actual fringe benefits paid, for each hour that such employees are actually engaged in the performance of the authorized Work and, if directed, overtime as provided by existing laws and regulations.

Indirect labor cost added to the direct labor cost will be allowed as follows:

- Social Security Tax at the percentage legally required;
 - Unemployment Tax at the percentage legally required;
 - Workers' Compensation Insurance at the policy percentage rate;
 - Contractor's Public Liability Insurance at the policy percentage rate; and
 - Contractor's Property Damage Liability Insurance at the policy percentage rate, including coverage for damage due to blastings and explosions, when additional coverage is secured on Projects requiring blasting.
- b) Material - The cost of material used will be reimbursable at the actual cost of material, including applicable tax and transportation charges, as shown on invoices.
 - c) Equipment - Reasonable rental rates for equipment, including machinery and

trucks, mutually considered necessary, will be allowed and computed as follows:

- For equipment, either rented or owned, including pumps and compressors, an hourly rental rate will be determined using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing by 176. An allowance will be made for operating costs for every hour the machinery or equipment is operating, in accordance with rates listed in the rental book. If machinery or equipment is required at the Work site, but is not operating, compensation will be at the hourly rental rate, exclusive of operating costs.
 - The daily rental rate for equipment used for maintenance and protection of traffic (signs, flashers, barricades, drums, etc.) on a 24-hour basis will be determined by dividing the monthly rental rate by 22.
 - To the above rates, add the predominant area adjustment percentage for the State as shown on the area adjustment map in the Rental Rate Blue Book for Construction Equipment.
 - In the case of machinery or equipment not in the Rental Rate Blue Book for Construction Equipment, a monthly rate will be computed on the basis of 6% of the manufacturer's list price for sale (new) of such equipment; the hourly rate in this case will be determined by dividing the monthly rate by 160, when actually operating, and by 176, when at Work site but not operating, with no percentage added.
 - For equipment used for maintenance and protection of traffic signs, flashers, barricades, drums, etc. with no rate listed in the Rental Rate Blue Book for Construction Equipment, use a daily rate computed on the basis of 6% of the manufacturer's list price for the sale (new) of this equipment, divided by 22, with no percentage added.
- d) Services by Others - For any service such as maintenance and protection of traffic signing, Crawford County Planning, or specialized construction analysis not considered as subcontract work requiring prequalification, the CONTRACTOR will be compensated at the invoice price plus 2% to cover administration and all other costs.
- e) Insurance - When Railroad's Protective Public Liability Insurance or Railroad's Protective Property Damage Liability Insurance are required by the Contract, reimbursement of insurance premium paid will be allowed at the policy premium rate. "Special" railroad insurance, not covered by the CONTRACTOR's Protective Public Liability and Property Damage Liability Insurance, will be indicated in the Contract.
No allowance will be made for CONTRACTOR's Protective Public Liability and Property Damage Liability Insurance in the case of subcontracting, although such protection may be specified.
- f) Subcontract - For Work to be performed by a subcontractor, payment will be the actual and reasonable cost of the subcontracted work, computed on the foregoing

basis, as authorized and accepted in writing.

- g) Overhead and Profit - To cover all administration, general superintendence, other overhead, bonds, insurance, anticipated profit, and use of small tools and equipment, for which no rental is allowed, add 25% to the labor cost, the material cost, the equipment cost and, when applicable, add 2% to the total force account invoice for subcontract work.

Note: The calculation for Overhead and Profit described in (g) above is based upon PennDOT's formula contained in Publication 408.

- 3) Claims for additional compensation shall be accompanied by itemized records showing the following items:
 - a) Labor - Name, classification, date, daily hours, total hours, rate and extension for each foreperson; equipment operator; skilled, semi-skilled, and common laborer. (Add to this invoice or payroll transcript the percentage rates paid, for appropriate tax and insurance items.)
 - b) Material - Quantities of material by name, price and extensions, including applicable tax and transportation charges.
 - c) Equipment - Designation, date, daily hours, total hours, rental rates and extension for each item of equipment, including machinery and trucks.
 - d) Summary - Summarize labor, material, equipment costs, overhead and profit, insurance premiums and subcontractor costs, including overhead and profit. Accompany and support statements by invoices for all material used, taxes and transportation charges. Furnish an affidavit certifying that costs for material being charged are the actual costs of material used in the Work. File the required statements during the month following that in which the Work was performed.

2.7.4 Requests for Payment

Requests for additional compensation shall be made in accordance with this Paragraph and with Paragraph 7.8, "Requests for Extra Compensation".

This Paragraph may be modified by the Standard and Detail Specifications (if any) which apply to this Contract.

2.7.5 Emergencies

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

2.8 ORAL AGREEMENTS

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

introduced in any proceeding of any other waiver or modification.

Article 3 – Responsibility of Crawford County Planning

3.1 GENERAL

The CRAWFORD COUNTY PLANNING shall decide questions which may arise as to the quality and acceptability of materials furnished, Work performed, rate of progress of Work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract Agreement on the part of the CONTRACTOR. The duties and responsibilities of the CRAWFORD COUNTY PLANNING as set forth herein shall not be extended except through written consent of the CRAWFORD COUNTY PLANNING and the OWNER.

3.2 OBSERVATION OF THE WORK

All materials and each part or detail of the Work shall be subject at all times to observation by the CRAWFORD COUNTY PLANNING and the OWNER, and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. CRAWFORD COUNTY PLANNING shall be allowed access to all parts of the Work, and shall be furnished with such information and assistance by the CONTRACTOR as is required to make their observations.

3.3 ACCEPTANCE OF WORK

The CRAWFORD COUNTY PLANNING's decision as to the acceptability or adequacy of the Work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the CRAWFORD COUNTY PLANNING's decision relative to the performance of the Work.

3.4 CRAWFORD COUNTY PLANNING IS OWNER'S REPRESENTATIVE

CRAWFORD COUNTY PLANNING shall be the OWNER's representative during the construction period. CRAWFORD COUNTY PLANNING 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. They will not be required to make exhaustive or continuous on-site inspections or examinations to check the quality or quantity of the Work. Their efforts will be directed toward providing assurance for the OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of their on-site observations as an experienced and qualified design professional, they will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against defects and deficiencies of the Work of CONTRACTOR. CRAWFORD COUNTY PLANNING will not control the Work performed by the CONTRACTOR and will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and they will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents. CRAWFORD COUNTY PLANNING will not be responsible for the acts or omissions of the CONTRACTOR, or any subcontractors, or any of them or their agents or employees, or any other persons performing any of the Work. CRAWFORD COUNTY PLANNING will not perform or be responsible for any hiring, firing, supervision, superintendence, direction of personnel, use of equipment or the direction of the manner or method employed by the CONTRACTOR, their subcontractors, agents, servants or employees, nor will the CRAWFORD COUNTY PLANNING or their representatives be liable for any claims, suits, damages or liability from any omission or commission

by the CONTRACTOR, their subcontractors, agents, servants or employees or any other entity in and during the construction or occurring thereafter or resulting from or incidental to the Work of CONTRACTOR, their subcontractors, agents, servants or employees on said Project.

Article 4 – Owner’s Rights and Responsibilities

4.1 LANDS AND RIGHTS OF WAY

The OWNER will furnish the necessary lands, rights of way and occupancy permits as are required for the Contract Work, also all lawful authority that may be necessary for approved crossings or occupation of lands or railroads, roads, streets or alleys upon which the Contract Work will be done. The OWNER, shall also pay all costs or fees associated with the obtaining of all lands, rights of way and occupancy permits, except for inspection fees levied by others.

All property rights of way surveys, unless otherwise specified, shall be furnished by the OWNER.

4.2 PERMITS

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

4.3 BASE LINES AND GRADES

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

4.4 OWNER'S RIGHT TO CORRECT DEFICIENCIES

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

4.5 UNDERGROUND STRUCTURES

The OWNER does not obligate themselves that the location, number, size, character or condition of any underground structures shown on the Contract Plans, such as sewers, water lines or underground structures of public utility companies or others, are correct. Information shown on the Contract Plans as to such underground structures is based on such information as has been obtained from records, surveys and other sources. The Bidder shall make their own independent investigations of these conditions, and no claim for extra compensation will be considered except as may be permitted by the Standard Specifications or Detail Specifications covering the Work. (Reference Section 5.8)

4.6 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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

The Work or any portion thereof may be suspended at any time by the OWNER, provided

that they give the CONTRACTOR five days' written notice of suspension which shall set forth the date on which Work is to be resumed. The CONTRACTOR shall resume the Work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume Work within the ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the Work so suspended and shall be entitled to payment only for that portion of the Work completed.

If (a) the CONTRACTOR shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) a receiver or liquidator shall be appointed for the CONTRACTOR, or for any of their property, and shall not be dismissed within twenty days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within said twenty days; or (c) the CONTRACTOR shall refuse or fail after notice or warning from the CRAWFORD COUNTY PLANNING to supply enough properly skilled workmen or proper materials; or (d) the CONTRACTOR shall refuse or fail to prosecute the Work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof), or shall fail to complete the Work within said period; or (e) the CONTRACTOR shall fail to make prompt payment to persons supplying labor or materials for the Work; or (f) the CONTRACTOR shall fail or refuse to regard laws, ordinances or the instructions of the CRAWFORD COUNTY PLANNING or otherwise be guilty of a substantial violation of any provision of this Contract; then, and in any such event, the OWNER, without prejudice to any other rights or remedy it may have, may, by ten days' notice to the CONTRACTOR, terminate the employment of the CONTRACTOR and their rights to proceed, either as to the entire Work or (at the option of the OWNER) as to any portion thereof as to which delay shall have occurred, and may take possession of the Work and complete the Work by Contract or otherwise, as the OWNER may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation to be paid the CONTRACTOR hereunder shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative and inspection services and damages for delay), such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR and his/her sureties shall be liable to the OWNER for such excess. If the right of the CONTRACTOR to proceed with the Work is so terminated, the OWNER may take possession of, and utilize in completing the Work, such materials, appliances, supplies, plant and equipment as may be on the site of the Work and necessary therefore. If the OWNER does not so terminate the right of the CONTRACTOR to proceed, the CONTRACTOR shall continue the Work.

- 4.6.2 Upon seven days' written notice to CONTRACTOR and CRAWFORD COUNTY PLANNING, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate this CONTRACT AGREEMENT. In such case, CONTRACTOR shall be paid (without duplication of any items) the following:
- 1) for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2) for expenses sustained prior to the effective date of termination in performing services

and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

- 3) for amounts paid in settlement of terminated contracts with subcontractors, Suppliers, and others (including but not limited to fees and charges of Crawford County Planning, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs incurred in connection with termination of contracts with Subcontractors and Suppliers); and
- 4) for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

- 4.6.3. If the OWNER terminates the Contract under the provisions of paragraph 5.6.1 and is later found to have terminated the Contract improperly, then the Contract shall be considered to have been terminated in accordance with paragraph 4.6.2.

Article 5 – Contractor’s Rights and Responsibilities

5.1 GENERAL

All Work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the CRAWFORD COUNTY PLANNING or persons other than the CONTRACTOR shall in no way relieve the CONTRACTOR of his/her obligation to complete all Work in accordance with the Contract Documents. All Work shall be done under the direct supervision of the CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures; and for providing a safe place for the performance of the Work by the CONTRACTOR, subcontractors, suppliers; and their employees and for access, use, Work or occupancy by all authorized persons.

The duties and obligations imposed by these Contract Documents and the rights and remedies available to the OWNER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights or remedies which are otherwise imposed or available by law, or special guarantee or by other provisions of the Contract Documents.

5.2 APPLICABLE LAWS AND REGULATIONS

In all matters not otherwise specified, the Contract shall be subject to the applicable provisions of all Acts of Congress of the United States and of the State in which the Work is to be performed, the rules and regulations of the Federal and State governments, the building code and other ordinances of the municipality or other local authority in which the Work is located, and the requirements imposed by any required permits.

Whenever Federal and/or State grant funds are involved in a project, the CONTRACTOR will be required to comply with the regulations of all such funding agencies. They shall be required to submit all forms and certifications requested by such agencies, and shall cooperate fully with all representatives of such agencies.

All Work performed for public bodies within the Commonwealth of Pennsylvania for construction, reconstruction, repair or maintenance shall utilize only steel produced in the United States (in accordance with Act No. 3-1978, the "Steel Products Procurement Act").

The project must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the infrastructure project. Pursuant to HUD's Notice "Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

5.3 PERMITS, LICENSES AND CERTIFICATES

The CONTRACTOR shall procure all permits and licenses such as, but not limited to, permits authorizing the moving of heavy equipment, except as otherwise indicated, and shall pay all charges and fees and give all notices necessary and incident to the proper and lawful prosecution of the Work. They shall also obtain and supply to the OWNER all certificates required to show that the Work has been performed in accordance with the building, plumbing, electrical or other codes, rules and regulations of local or other authorities, the Board of Fire Underwriters, or such other like bodies, as the Specifications may require directly or by implication. When the Work performed affects the property or facilities of public utility or other corporations or of private persons, he/she shall obtain from such corporations or persons, if required, statements that the Work has been performed satisfactorily so far as their interests are affected and that all claims therefore have been settled by the CONTRACTOR and deliver such statements to the OWNER.

When new construction is adjacent to or crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the CONTRACTOR shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the OWNER before any Work is done. The CONTRACTOR shall replace or repair all existing facilities damaged in the execution of this Contract. The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the Work.

5.4 STRUCTURES OR WORK IN NAVIGABLE STREAMS

The CONTRACTOR shall secure permits from the United States Government for any necessary construction Work or other activity relative to use of any navigable stream. Occupancy permits for permanent lines, structures or improvements will be obtained by the OWNER.

The CONTRACTOR shall place and maintain all signals required by the Federal Government or as otherwise ordered.

5.5 PERMITS AND INSPECTION CHARGES

The OWNER shall be responsible for obtaining all occupancy permits and for the payment of all fees relative thereto required by the various issuing agencies for the installation and location of utility lines in the rights of way of roads, railroads and other thoroughfares. The CONTRACTOR shall be responsible for compliance with all requirements and/or conditions set forth or established by Occupancy Permits obtained by the OWNER. The CONTRACTOR shall determine, in particular, the requirements relative to road, stream and railroad crossings. Charges for inspection, and inspection-

related expenses levied by PennDOT, municipalities, counties, railroads and other agencies will be paid by the CONTRACTOR unless otherwise indicated in the Detail Specifications.

The OWNER shall not be responsible for obtaining blasting permits. All efforts to obtain these permits and the costs associated therewith shall be the responsibility of the CONTRACTOR.

The CONTRACTOR shall comply with all current requirements and regulations of the Commonwealth of Pennsylvania, County, and local agencies having jurisdiction.

Any local road bonds required by counties or municipalities shall be furnished and paid for by the CONTRACTOR.

5.6 PROJECT SIGNS

Unless specified otherwise in the Detail Specifications, each CONTRACTOR shall furnish and erect one (1) Project sign, with the information set forth below being painted on both sides. Each sign shall be placed perpendicular to the main highway adjacent to the area of Work, so that it can be noted by traffic moving in either direction. The sign shall be of substantial construction and made of good quality, one-inch stock lumber with two-inch by one-inch strip molding around the outer edges, the signs to be at least four feet by six feet in dimension. The signs shall be erected on two-inch by four-inch uprights, carefully braced and placed in the ground to the required depth.

The entire sign on both sides shall be given a priming coat of oil paint, two coats of white oil paint and lettering placed on each side of the sign containing, essentially, the following information:

NAME OF OWNER
NAME OF MUNICIPALITY IN WHICH PROJECT IS LOCATED
TITLE OF JOB
CONTRACT NUMBER

In cases where funding is provided through the Community Development Block Grant Program, the following additional wording shall appear on the Project sign:

"FUNDING FOR THIS PROJECT
HAS BEEN PROVIDED
BY A GRANT FROM THE
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT"

The wording is subject to final approval and may be revised prior to actual initiation of the Work.

The CONTRACTOR shall, in addition to the foregoing signs, provide all other signs in accordance with detailed instructions as required when any other Federal and/or State grants are involved in the Project. The CONTRACTOR shall protect and maintain the signs in good condition throughout the life of the Project.

5.7 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Work shall be stopped by order of the OWNER or any public authority for a period of three months without act or default of the CONTRACTOR or any of his/her agents, servants, employees or

subcontractors, the CONTRACTOR may, upon ten days' notice to the OWNER, discontinue his/her performance of the Work and/or terminate the Contract, in which event the OWNER shall pay the CONTRACTOR only for the Work performed.

5.8 UNDERGROUND STRUCTURES

5.8.1 Contractor's Bid

Regarding the anticipated or possible interference of existing utilities and other underground structures, the CONTRACTOR's bid is to be based upon the information shown on the Contract Drawings and/or described in the Specifications and/or which is visibly evident. However, the CONTRACTOR must realize that the information regarding existing utilities contained in the Plans and Specifications may be incomplete and inaccurate. Neither the OWNER nor CRAWFORD COUNTY PLANNING make any warranty or representation that this information is accurate and the CONTRACTOR assumes all risks that the underground structures and utilities as shown may be inaccurate and that other structures and/or utilities than those shown or described may be encountered. The CONTRACTOR hereby distinctly agrees that the OWNER is not responsible for the correctness or sufficiency of any such information given. The CONTRACTOR must, as part of this Contract, make his/her own independent utility investigations and must locate all known existing utilities and underground structures without reliance on the information given in the Plans and Specifications. The CONTRACTOR shall make no claim for delay or damages against the OWNER or CRAWFORD COUNTY PLANNING on account of or incorrectness of information given, or on account of the insufficiency or absence of information regarding structures or utilities either revealed or not revealed by the Drawings or Specifications.

5.8.2 Underground Utility Protection Law - Act 1991-38

1) General

The CONTRACTOR shall adhere to all the requirements of Pennsylvania Act Number 1991-38. A summary of the CONTRACTOR's responsibilities under the Act is as follows.

It shall be the duty of each CONTRACTOR who intends to perform excavation or demolition Work within the Commonwealth of Pennsylvania:

- a) To ascertain types and locations of all USERS' lines at the site of the excavation.
- b) To obtain or ensure that the OWNER has obtained all necessary permits.
- c) Not less than three nor more than ten working days prior to the day of beginning such Work, to notify each USER of the CONTRACTOR's intent to perform such Work at its site or sites, and to request the USERS to mark the location of the underground lines at the site. If the CONTRACTOR intends to perform Work at multiple sites or over a large area, he/she shall take reasonable steps to work with USERS so that they may locate their facilities at a time reasonably in advance of actual start of excavation or demolition work at each site. The CONTRACTOR shall be deemed to have given notice under the Act if he/she calls the Pennsylvania One-Call System.
- d) To exercise due care, and to take all reasonable steps necessary to avoid injury to or otherwise interfere with all lines where locations have been provided to the

CONTRACTOR by the USERS in accordance with the Act. If accurate information is not available, the CONTRACTOR shall employ prudent techniques to ascertain the precise position of such facilities.

- e) If the USER fails to respond to the CONTRACTOR's timely request within two work days, or the USER notifies the CONTRACTOR that the line cannot be marked within that time frame and a mutually agreeable date for marking cannot be arrived at, the CONTRACTOR may proceed with excavation, providing he/she exercises due care in his/her endeavors.
- f) To inform each employee employed by him/her at the location of such Work of the information obtained by him/her. The CONTRACTOR and his/her employees shall:
 - (1) Plan the excavation to avoid damage to or minimize interference with the USERS' facilities in the construction area. Excavation which requires temporary or permanent interruption of a USER's service shall be coordinated with the affected USER in all cases.
 - (2) After consulting with each USER, provide such support for USERS' lines in the construction area, including during backfilling operations, as may be reasonably necessary for the protection of such utilities.
- g) To report immediately to the USER any break or leak on its lines, or any dent, gouge, groove or other damage to such lines or to their coating or cathodic protection, made or discovered in the course of the excavation or demolition work.
- h) To alert immediately the occupants of premises as to any emergency that may be created or discovered at or near such premises.
- i) The time requirements of Paragraph (c) above shall not apply to the CONTRACTOR when performing excavation work in an emergency; nonetheless, all USERS must be notified as soon as possible before, during or after excavation, depending upon the circumstances.
- j) The CONTRACTOR shall give such notices as are called for above through the Pennsylvania One-Call system.
- k) A CONTRACTOR shall use the color white to mark a proposed excavation site.

2) Utilities Which are Covered by Act 38

In complying with Paragraph 1) (a) above, the CONTRACTOR shall, in addition to noting all utilities shown on the Contract Plans, inspect the list of USERS on file with the County and shall contact each of the listed USERS to determine the types and locations of all USERS' lines at the site of the excavation. The Pennsylvania One-Call System may be utilized in obtaining this information.

3) Utilities Not Covered by Act 38

Underground structures and facilities including those not subject to Act 38, but which are either indicated on the Plans or are mentioned in the Detail Specifications or can be assumed to exist because of visible evidence in the vicinity of the proposed Work, shall be accurately located by the CONTRACTOR prior to performing any excavation (other than test holes). The CONTRACTOR shall not rely solely on the Pennsylvania One-Call System in obtaining information relating to utilities not covered by Act 38.

5.8.3 Subsurface Exploration by Contractor

It shall be the responsibility of the CONTRACTOR to determine the exact location of all existing underground structures and utilities such as pipes, drains, sewers, electric lines, telephone lines, cable TV lines, gas lines and water lines, and the character of all soil materials and conditions before actual construction commences. In addition to any requirements imposed by law, the CONTRACTOR is responsible to perform such subsurface excavation and/or other investigations as will fully inform him/her of the location of all underground structures and utilities, and the character of all soil materials and conditions.

5.8.4 Protection of Existing Utilities

The CONTRACTOR shall exercise extreme care to protect all buried, surface and aerial utilities and utility service connections encountered during the Work. All facilities and utilities shall be assumed to be in use. The CONTRACTOR shall contact all USERS where utilities are indicated on the Contract Drawings, in the Specifications, are on file with the County, or can otherwise reasonably be expected to exist. After confirmation of the exact location of the existing facilities by the USER, the CONTRACTOR may proceed with the Work. If a USER fails to locate its facilities, the CONTRACTOR shall use prudent techniques (including hand dug test holes) to locate said USER's facilities. All existing utilities and service connections damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR or the USER to the satisfaction of the USER and the OWNER and at no additional expense to the OWNER.

The CONTRACTOR shall be responsible for and bear all costs of protecting all structures and utilities, both above the ground and below the ground, within and outside the right of way, and all costs of any required relocation of any structures or utilities, and shall repair any damage to any structure or utility to the satisfaction of the USER thereof at no additional expense to the OWNER.

The CONTRACTOR shall have the responsibility of providing special means to brace and hold the telephone poles and electric power poles in place during the construction.

Materials for temporary support, adequate protection and maintenance for all underground and surface utility structures, drains, sewers and other obstructions encountered in the progress of the Work shall be furnished by the CONTRACTOR at his/her own expense.

5.8.5 Obstructions by Underground Utilities and Structures

Where the grade or alignment of a new pipeline or a new structure is obstructed by existing utility structures such as conduits, ducts, pipes, branch connections to main sewers, or main drains, the obstruction shall be permanently supported, relocated, removed or reconstructed by the CONTRACTOR in cooperation with the USERS of such utility structures. If a design profile is part of the Contract, no deviation shall be made from the profile except with the consent of the OWNER.

Existing pipes or conduits crossing the trench or otherwise exposed shall be adequately braced and supported to prevent trench settlement from disrupting the line or grade of the pipe or conduit, all in accordance with the directions of the USER and OWNER. Utility services broken or damaged shall be repaired at once to avoid inconvenience to customers. Storm sewers shall not be interrupted overnight. Temporary arrangements, as satisfactory to the OWNER and USER, may be used until any damaged items can be permanently repaired. All items damaged or destroyed by construction and subsequently repaired must be properly maintained by the CONTRACTOR until accepted by the USER.

5.8.6 Relocation OF Existing Utilities

Where it is necessary to relocate an existing utility or structure, the Work shall be done in such a manner as is necessary to restore it to a condition equal to that of the original facility. No such relocation shall be done until approval is received from the USER or owner of the utility or structure being changed.

5.8.7 Additional Compensation for Adjustments Due to Underground Utilities and Structures

The CONTRACTOR shall not make any claim for additional compensation for utility adjustments or adjustments to the Project as designed on account of underground utilities or underground structures unless the CONTRACTOR first meets the following conditions:

- 1) The CONTRACTOR must have complied with Act 38 and these Specifications in locating all utilities shown on the Contract Drawings, indicated in the Detail Specifications, on file with the County, or which can be assumed to exist because of visible evidence in the vicinity of the Work.
- 2) The CONTRACTOR must have notified the OWNER of a potential claim for extra compensation prior to performing any work for which such claim may be made, and shall have received instructions from the OWNER regarding the method of proceeding with the Work. If the CONTRACTOR fails to notify the OWNER, then the entire cost of protecting the utility, repairing the utility, relocating the utility, or relocating the new pipeline shall be borne by the CONTRACTOR.
- 3) The CONTRACTOR must provide evidence that the location of an underground structure or utility is substantially different from the location as shown on the Contract Plans and will interfere with the construction of the Project to the extent that the Project cannot be constructed as designed. The phrase "substantially different" shall, for the purposes of this Paragraph, be defined to mean more than 18 inches horizontally from the location indicated on the Contract Plans. If, and only if, the Contract Plans include a profile of the proposed facility and the assumed exact location of the existing utility or underground structure is shown on that profile, then the phrase "substantially different" shall be expanded to include those existing utilities or underground structures which occupy the same vertical space as the proposed facility was designed to occupy.
- 4) The CONTRACTOR shall make no claim for any additional compensation whatsoever regarding interference, repair or relocation of an existing utility or underground structure if the utility or underground structure is shown in the proper location on the Plans, is described in detail (not just included in a list) in the Specifications, or its exact location can be obtained from visible evidence in the vicinity of the Work.

- 5) The CONTRACTOR shall make no claim, and no such claim will be approved, for delays resulting from interference by utilities.

5.9 SURVEYS

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

5.10 LANDS BY CONTRACTOR

Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine his/her apparatus and storage to such additional areas as he/she may provide at his/her expense. Releases shall be obtained by the CONTRACTOR, with copies to the OWNER, from owners of property so utilized.

5.11 PRIVATE AND PUBLIC PROPERTY

In no case shall the CONTRACTOR remove fences or buildings or trespass in any way upon private property without first having entered into an agreement with the owner of the property for such privileges and having filed a certified copy of same with the OWNER. Such agreement shall contain a provision whereby the CONTRACTOR is given the right to remove or level down any unsightly pile or piles of material from excavation placed thereon by virtue of said agreement between the CONTRACTOR and the property owner. They shall be responsible for any damage to property due to extending embankment or cut beyond the limits indicated by the slope stakes. They shall take all proper precautions to preserve all adjacent public and private property, and shall protect all land, monuments and property markers until the same have been properly referenced. Where the construction operation necessarily interferes with access to adjoining private property, the CONTRACTOR, at his/her own expense, shall provide other suitable means of access. Releases shall be obtained by the CONTRACTOR, with copies to the OWNER, from owners of property so utilized.

5.12 REPORTS, RECORDS AND DATA

The CONTRACTOR and each of his/her subcontractors shall submit to the OWNER such schedules of quantities and costs, schedules, payrolls, reports, estimates, records and other data as the OWNER may request, relative to the Work under this Contract.

The CONTRACTOR shall, at all times, keep at the site of the Work at least one copy of the Plans and Specifications for use in the guidance of the Work and for reference purposes by the CRAWFORD COUNTY PLANNING's or OWNER's representatives.

5.13 MATERIALS AND EQUIPMENT – SOURCES OF SUPPLY

The CONTRACTOR shall furnish only materials and equipment which conform to the Specifications and any Addenda thereto. Immediately after signing the Contract Agreement the CONTRACTOR shall furnish to the CRAWFORD COUNTY PLANNING a complete statement of the origin, composition, manufacture and proposed sources of supply for all materials and equipment required for this Work,

whether supplied by the CONTRACTOR or by any subcontractor. The statement shall include the CONTRACTOR's certification that all materials and equipment will conform to the Specifications. In addition, the CONTRACTOR shall provide six copies of installation, operation and maintenance instructions for each piece of equipment to be furnished. Substitution of alternate equipment to that specified may be requested by the CONTRACTOR, but such request shall include a change in Contract Price for furnishing and installation of such equipment, together with all pertinent equipment specifications.

When required by the Specifications, shop drawings for equipment shall be submitted to the CRAWFORD COUNTY PLANNING for their review. Shop drawings shall be accompanied by the CONTRACTOR's certification that they have reviewed and checked the shop drawings and found them to conform to the Specifications.

The CONTRACTOR shall submit promptly to CRAWFORD COUNTY PLANNING six copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the CRAWFORD COUNTY PLANNING and the return thereof, the CONTRACTOR shall make such corrections to the drawings as have been indicated and shall furnish the CRAWFORD COUNTY PLANNING with six corrected copies. If requested by the CRAWFORD COUNTY PLANNING, the CONTRACTOR must furnish additional copies. Regardless of corrections made to such drawings by the CRAWFORD COUNTY PLANNING, the CONTRACTOR will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless they notify the CRAWFORD COUNTY PLANNING in writing of any deviations at the time they furnish such drawings.

5.14 EXAMINATION AND TESTING

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

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

All materials entering permanent structures upon which the strength, life or durability depends, shall be tested. The CONTRACTOR shall supply proof of and guarantee the fitness of the materials for the uses to which they place them. In general, tests shall be performed by a reputable commercial testing laboratory acceptable to the CRAWFORD COUNTY PLANNING. Where small quantities of such materials are required, certified tests of the manufacturer will be accepted if made by a qualified person in their employ and the reports carry their notarized signature. The extent of testing is more fully outlined in the Contract Documents.

5.15 SPECIFIED BRANDS OF MATERIALS

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and

conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

Whenever a material, article or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers and such other, it is intended merely to establish a standard; and any material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the CRAWFORD COUNTY PLANNING, of equivalent substance and function. It shall not be purchased or installed by the CONTRACTOR without the CRAWFORD COUNTY PLANNING's written acceptance.

If it is indicated in the Specifications that the CONTRACTOR may furnish or use a substitute that is equivalent to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he/she will promptly, after the award of the Contract, make written application to the CRAWFORD COUNTY PLANNING for acceptance of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written acceptance by the CRAWFORD COUNTY PLANNING who shall be the judge of equality.

The cost of all tests and expenses of the CRAWFORD COUNTY PLANNING in witnessing tests and modifying Plans to suit approved substitute equipment shall be borne by the CONTRACTOR. Should it be necessary to modify the Work under this Contract or any other Contract to house or install the substitute equipment, it shall be the CONTRACTOR's responsibility to complete all arrangements, including payment, therefore, in order that the substitute equipment may be properly incorporated into the overall contract Work.

5.16 TITLE TO MATERIALS

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

All surplus materials and equipment removed or replaced under this Contract shall become the property of the CONTRACTOR unless otherwise indicated in the Detail Specifications.

When requested, the CONTRACTOR shall furnish to the OWNER a Release of Liens from the CONTRACTOR (as prime contractor) and Releases of Liens from Subcontractors and Material Suppliers. Said releases shall be on forms provided by the OWNER and shall be executed by officers having the authority to do so on behalf of the named entity and shall be properly notarized.

5.17 PATENTS, ROYALTIES AND LICENSES

The CONTRACTOR shall hold and save harmless the OWNER and its officers, agents, servants and employees from liability of any nature or kind, including cost and expenses for or on account of any patent or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the OWNER, unless otherwise specifically stipulated in the Contract documents.

License and/or royalty fees for the use of a process which is authorized by the OWNER must be reasonable and paid to the holder of the patent or his/her authorized licensees directly by the OWNER and not by or through the CONTRACTOR.

If the CONTRACTOR uses any design, device or material covered by letters patent or copyright, he/she shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the Work. The CONTRACTOR and/or his/her sureties shall indemnify and save harmless the OWNER from any and all claims for infringement by reason of the use of such patented or copyright design, device or materials, or any trademark or copyright in connection with Work agreed to be performed under this Contract, and shall indemnify the OWNER for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

5.18 SUPERVISION BY CONTRACTOR

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

The CONTRACTOR will keep on the Work at all times during its progress as his/her agent, a competent English-speaking superintendent who shall not be replaced without written notice to the OWNER and CRAWFORD COUNTY PLANNING, except under extraordinary circumstances. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

It is expressly understood that whenever the terms "superintendence" or "supervision" are used in these Contract Documents, they shall mean the superintendence or supervision provided by the CONTRACTOR. Any visits to the site by the CRAWFORD COUNTY PLANNING, his/her representatives, the OWNER, his/her representatives, or the daily presence of the Resident Project Representative shall not be construed as superintendence or supervision of the Project. It is also expressly understood that all superintendence or supervision is provided by and is the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall supply, at his/her own expense, all labor and materials, scaffolds, transportation, runways, water, connections, hoists, tools, structures, etc., of every kind and description, unless otherwise specified, that may be necessary for the completion of the Work.

The CONTRACTOR shall be responsible for the correlating and control of the various subcontractors and his/her own work, so that no part will be left in an unfinished condition owing to disagreement between the various subcontractors as to where the work of one begins and ends, with reference to the work of another. Should the work of one subcontractor require the cutting or repairing of the work of another subcontractor, the CONTRACTOR shall be responsible for the expense of all such requirements and alterations.

5.19 CONTRACTOR RESPONSIBLE UNTIL WORK COMPLETED

The CONTRACTOR shall have charge of and be responsible for the entire Work until completed and accepted by the OWNER. They shall make no assignment of this Contract without the written consent of the OWNER. They shall give their personal supervision to the faithful prosecution of the Work; they shall keep it under their own control; and they shall have a competent representative or foreman on the Work who shall have full authority to bring about the orderly and efficient prosecution of the same in accordance with the Contract Agreement and to supply materials, tools, equipment and labor without delay. However, the OWNER, upon request, will be permitted to use and/or operate all or a portion of the Project before final acceptance of same.

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the OWNER, shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of two years or within such longer period as may be prescribed by Law or by the Detail Specifications from the date of final acceptance of the Work. The OWNER will give notice of observed defects within reasonable promptness.

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

5.20 LIGHT, HEAT, POWER AND WATER

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

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

5.21 SANITARY PROVISIONS

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his/her employees and those of his/her subcontractors as may be necessary to comply with the requirements and regulations of the local and State Departments of Health. It shall be the duty of the CONTRACTOR to see that these regulations are enforced. They will be held responsible for damages due to failure to observe sanitary precautions.

5.22 SAFETY PROVISIONS

In accordance with generally accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his/her operations during the performance of the Work. This requirement will apply continuously twenty-four hours per day until acceptance of the Work by the OWNER, and shall not be limited to normal working hours. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the

necessary protection to prevent damage, injury or loss to:

- all persons on the Work site or who may be affected by the Work;
- all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, and;
- other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

The duty of CRAWFORD COUNTY PLANNING to observe the CONTRACTOR's performance is not intended to include review of the adequacy of the CONTRACTOR's safety measures in, on or near the construction site.

If the CRAWFORD COUNTY PLANNING observes a hazardous situation, they may, but will not have the duty to, report the hazardous situation to the CONTRACTOR, OWNER and/or any Federal, State or local authority having jurisdiction over safety matters. If the CRAWFORD COUNTY PLANNING does report such situation this shall not constitute assumption of responsibility for job safety in this or any other situation and the CONTRACTOR will remain solely responsible for the methods and means of construction and for safety conditions.

The CONTRACTOR and subcontractors shall comply with the U. S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54). In addition, the CONTRACTOR and subcontractors shall comply with the regulations of any State and/or Federal agency having jurisdiction. The OWNER and/or CRAWFORD COUNTY PLANNING will in no way be liable or accept liability for any defaults of the CONTRACTORS of the said standards set out in said legislation or regulations.

5.23 WORK DURING AN EMERGENCY

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

5.24 WARNING SIGNS AND BARRICADES

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

5.25 PUBLIC CONVENIENCE

The CONTRACTOR shall, at all times, so conduct his/her Work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters,

sewer inlets, drainage ditches and irrigation ditches which shall not be obstructed.

5.26 PROTECTION, SUPPORT AND MAINTENANCE OF STRUCTURES

The CONTRACTOR and subcontractors shall comply with Act 38 of 1991, as amended, which requires proper location of Underground Facilities and utilities prior to any excavation activity.

The CONTRACTOR shall so conduct their operations as not to damage existing structures or Work installed either by them or by other contractors. In case of any such damage resulting from their own operation, they shall repair and make good as new the damaged portions at their own expense.

The CONTRACTOR shall maintain the service of, shore up, sling, support, protect and make good, as directed, all water pipes, gas pipes, service pipes, sewers and sewer connections, conduits, manholes, drains, vaults, buildings, tacks or other structures and substructures of municipalities and public utility companies, and all service lines and structures, including substructures of private abutting owners that are located within the lines of the improvements which may be liable to disturbance or injury during the progress of the Work. They shall furnish and place all necessary supports and shall supply all labor and materials necessary to reconnect and restore to the condition existing at the time they were uncovered all such structures which became disturbed or damaged at their own expense.

Where underpinning or other removals are specified or where the safety of adjacent or adjoining structures require, the CONTRACTOR shall furnish all labor, material and appliances for shoring. Shoring material shall be sound timber or of steel designed to safely carry the loads; shall be wedged in place to prevent movement of the structures or shoring; and shall be braced where necessary. The CONTRACTOR shall not transfer the load to be supported to the shoring until the same is approved by the OWNER, which approval shall not relieve the CONTRACTOR from any responsibility in connection with this Work. Shoring shall not be removed until the permanent Work is in proper condition to receive the load.

Where ground water exists in quantity or during heavy rains, floods or high water, the CONTRACTOR shall fill all completed or partially completed structures with water to prevent floating or damage to same, or shall provide other types of approved protection, including sewers and pipelines.

5.27 WEATHER CONDITIONS

If a temporary suspension of Work should occur during inclement weather, the CONTRACTOR shall protect carefully all Work and materials under his/her Contract against damage or injury from the weather. If, in the opinion of the CRAWFORD COUNTY PLANNING, damage results to either the Work or materials by reason of failure on the part of the CONTRACTOR to protect their Work, such materials or Work will be removed and replaced by and at the expense of the CONTRACTOR.

5.28 PROTECTION AGAINST FREEZING

All concrete Work during cold weather shall be performed in strict accordance with the Standard Specifications relating to concrete Work.

During the winter months, the footings of all walls, piers and foundations shall be banked with at least two feet of straw and covered over with sand or loam. This protection shall be maintained until all danger from freezing has passed.

5.29 REMOVAL OF WATER

The CONTRACTOR shall at all times during the construction of the Work and at the completion for final inspection, provide and maintain ample means or equipment with which to promptly remove and properly dispose of all water entering the excavation or other parts of the Work, and keep said excavation dry until the structures to be built therein are completed. No masonry shall be laid in water and water shall not be allowed to rise over masonry until the concrete or mortar has set at least twenty-four hours. All water pumped or drained from the Work hereunder shall be disposed of in a suitable manner without damage to adjacent property or to other Work under construction, and in accordance with the provisions of these Contract Documents. Such sewers as are built as a part of this Contract may be used for the removal of water, under conditions acceptable to the CRAWFORD COUNTY PLANNING, but such drains or outlets shall be left in a clean and satisfactory condition at the expiration of the Contract.

5.30 CONTRACTOR TO PROVIDE WATCHMEN

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

When indicated in the Detail Specifications or when a series of losses or damage to the Work deems it necessary, the CONTRACTOR shall provide the services of a security guard or watchman during all times when Work is not in progress. In the case of a project wherein several contracts are required to complete the Work (e.g. general, mechanical, electrical, etc.), it shall be the responsibility of the General Contractor to provide the services of such watchmen or guards.

5.31 FIRES, SIGNS, LOADING AND REFUSE

The CONTRACTOR shall promulgate and enforce rules to prevent and it shall be their duty to prevent:

- 5.31.1 the lighting of open fires in or near any structures;
- 5.31.2 the erection on or near the Work of any sign, billboard or advertisement by the CONTRACTOR or his/her subcontractors, except by written order or permission;
- 5.31.3 the loading of any part of a structure with a weight greater than it will safely bear;
and
- 5.31.4 the leaving of any refuse on or in the vicinity of the Work which will attract mice, rats or vermin.

5.32 USE OF PREMISES AND REMOVAL OF DEBRIS

The CONTRACTOR expressly undertakes, at their own expense:

- 5.32.1 to take every precaution against injuries to persons or damages to property;
- 5.32.2 to store their apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of their Work or the Work of any other contractors;

- 5.32.3 to place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work;
- 5.32.4 to frequently clean up all refuse, rubbish, scrap materials, and debris caused by his/her operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
- 5.32.5 before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, construction materials and tools of any description, and debris of every nature resulting from their operations, and to put the site in a neat, orderly condition;
- 5.32.6 to affect all cutting, fitting or patching of their Work required to make the same to conform to the Plans and Specifications, and, except with the consent of the CRAWFORD COUNTY PLANNING, not to cut or otherwise alter the Work of any other CONTRACTOR.

Note: If adequate specifications on erosion and sedimentation control are contained in Technical Specifications, agencies may wish to delete the following section. If "Special Conditions" are normally inserted in contracts, this section may be included there.

5.33 EROSION AND SEDIMENTATION CONTROL

5.33.1 Requirements for Erosion and Sedimentation Control

In the execution of this Work, the CONTRACTOR shall take suitable precautions to prevent erosion and siltation and any other pollution of the waters of the Commonwealth. Improper construction practices such as the following are specifically prohibited:

- Dumping of spoiled material into the stream or on the banks thereof where it may wash or slide into the stream;
- Excessive or unnecessary operation of equipment in the stream;
- Pumping of silt-laden water from excavations into the stream;
- Disposal of trees, brush and other debris into the stream; and
- Altering the flow line of the stream.

Work in streams will not be permitted until all necessary permits have been received by the OWNER, and the CONTRACTOR has agreed to said permit conditions.

All Work in the floodplain and stream areas shall be performed in accordance with the requirements established by the Pennsylvania Department of Environmental Protection, the County Conservation District and local municipality. The Work in the floodplains shall be performed only when the stream is at or below normal level. The procedure to be followed for crossing the open channel portion of the stream is as follows:

A backhoe sitting off to one side of the stream will be used to excavate the trench across the stream. Random crossing of the stream will not be permitted. The flow will be diverted only to the extent necessary to perform the excavation.

The location of sanitary facilities over or adjacent to streams, wells or springs is prohibited.

All operations shall be conducted in such a manner to minimize turbidity in the stream at and below the site of the Work. The requirements on turbidity as established by the Pennsylvania Department of Environmental Protection shall be met.

Prior to blasting in the vicinity of a stream, the CONTRACTOR shall obtain a permit from the Pennsylvania Fish Commission, and the CONTRACTOR shall comply with the rules and regulations of said Commission governing the use of explosives.

The backfilling of the trench in which the pipe will be laid shall be done so as to eliminate the formation of a permanent ridge in the stream bed.

Installation of the pipeline shall proceed in such a manner as to expedite completion of the entire crossing as one operation to include removal of the excess material from the stream channel and the restoration and seeding of the disturbed bank areas.

The CONTRACTOR shall communicate with the Pennsylvania Fish Commission prior to starting the Work, and shall comply with the rules and regulations of said Commission relative to eliminating any objectionable turbidity during installation of the pipeline.

The CONTRACTOR shall reduce, by the greatest extent practicable, the area and duration of exposure of readily erodible soils.

The CONTRACTOR shall protect the soils by use of temporary vegetation or seeding and mulch, or by accelerating the establishment of permanent vegetation. Complete and protect segments of Work as rapidly as is consistent with construction schedules.

The CONTRACTOR shall retard the rate of runoff from the construction site and control disposal of runoff.

The CONTRACTOR shall trap sediment resulting from construction in temporary or permanent silt holding basins. This includes pump discharges resulting from dewatering operations.

The CONTRACTOR shall sprinkle or apply dust suppressors, or otherwise keep dust within tolerable limits on haul roads and at the site.

The CONTRACTOR shall use temporary bridges or culverts where fording of streams is necessary. Borrow areas should be at a location where pollution from the operation can be minimized. Locations should be avoided where pollution would be inevitable.

Should construction operations be suspended for any appreciable length of time, temporary measures for the control of erosion must be utilized.

Provision shall be made for protection against discharge of pollutants such as chemicals, fuel, lubricants, sewage and such other materials into the stream.

5.33.2 Methods for Erosion and Sedimentation Control

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

- 1) No trees may be removed from stream banks.
- 2) Topsoil will be stripped, stockpiled and protected.
- 3) Stone riprap will be placed on disturbed portions of stream banks at stream crossings in order to maintain the original alignment thereof.
- 4) Ditches will be backfilled as specified and brought to the original ground surface elevation, the top layers being from the stripped topsoil stockpile.
- 5) All usable sod and landscaping materials will be replaced on the excavation areas, or a seeding of ryegrass made on the fertilized backfill areas.
- 6) Critical Area Vegetation Stabilization - Critical areas are those in which cutting, filling and grading soils with heavy equipment often result in the exposure of soils and subsoils. Certain conditions resulting from such exposure, such as acidity, low fertility, compaction, or dryness or wetness, which are unfavorable to plant growth, often prevail. Excessively long slopes and steep grades are often encountered or created. Water disposal structures are normally subjected to hydraulic forces requiring both special establishment techniques and grasses which have high resistance to scouring. However, plants and techniques are available to provide both temporary and permanent protective cover on these difficult sites. These are:
 - Temporary Measures - These involve seeding with fast growing annuals such as rye, ryegrass, Sudan grass or other locally adopted vegetation which provides quick protection yet can be worked into the soil when the site is prepared for final seeding of a permanent species. An alternative method is the application of mulch which can be removed, worked into the soil, or successfully over seeded with permanent grass and legume species. Seeding rate will be 4 pounds per 1,000 square feet and mulching rate will be 1 bale per 1,000 square feet for straw or 35 pounds per 1,000 square feet for fiber.
 - Materials that may be used as a mulch include straw, fiberglass, wood chips or fiber, mechanically sprayed asphalt wood fiber slurry, and plastics or other synthetics.
 - Permanent Vegetation - For both sodding and seeding, there is a fairly wide choice of grasses, legumes and other plants for use on critical areas. The final choice of species should be determined by weighing such factors as adaptability, use, aesthetic requirements, a degree of maintenance that can be expected and other special considerations.

- 7) Diversions - A diversion consists of a channel or ditch and a ridge constructed across a sloping land surface on the contour, or with predetermined grades to intercept and divert surface run-off before it gains sufficient volume and velocity to create harmful erosion. The water is collected and conveyed laterally along the diversion at slow velocity and discharged into a protected area or outlet channel.
- 8) Bench Terraces - Bench terraces are relatively flat surfaces constructed on sloping land or embankments to planned dimensions and grades. Bench terraces are applied along the contour with the length and width controlled by the natural terrain and the required erosion limitations.
- 9) Sediment Basins - The construction of an earth fill type dam downstream from a development area serves to regulate runoff and trap sediment. The sediment can be removed mechanically as the storage space behind the dam becomes filled, or sufficient space may be built into the structure to provide storage for its useful life. The whole structure can be removed after stability is reached in the development area, or it can be retained and maintained to enhance the area.
- 10) Installation of Straw Bale Barriers - All protection devices shall be installed prior to the performance of any Work in the area and will be removed after completion of the Work.

The suitable precautions used will depend on the many variables encountered during construction. CRAWFORD COUNTY PLANNING will determine the method or methods to use to prevent erosion and the resultant siltation.

As the Work proceeds, the disturbed area shall promptly be graded in such a manner as to minimize erosion, and shall be seeded with a type of vegetation accepted by the CRAWFORD COUNTY PLANNING as appropriate to the site.

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

No areas of bare, unvegetated or unpaved soil will be exposed for a period of time exceeding twenty calendar days.

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

5.34 EMPLOYMENT REQUIREMENTS

The provisions of this section may be superseded or supplemented by the Federal Requirements. Certain thresholds of project size in dollars will trigger compliance with federal statute and/or regulations. The OWNER has established certain minimum levels of participation of minority and female individuals for each construction trade. The CONTRACTOR agrees that all applicable Federal Requirements will apply to this Contract.

5.34.1. Equal Employment Opportunity

- 1) The CONTRACTOR will be required to comply with Title VI and other applicable provisions of the Civil Rights Act of 1964; the Department of Labor Equal Opportunity Clause (41 CFR 60-1.4); the President's Executive Order 11246, 29 CFR Part 30, and all related laws, amendments and regulations of the Federal and State governments as it relates to equal employment opportunity.
- 2) The CONTRACTOR shall not discriminate against any applicant for employment, employee or any independent CONTRACTOR or any other person because of race, color, religious creed, ancestry, national origin, age, sex or family status.
- 3) The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 4) The CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices setting forth the provisions of this nondiscrimination clause.
- 5) The CONTRACTOR shall in solicitations or advertisements placed by them, or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
- 6) The CONTRACTOR shall send each labor union or workers' representative with which they have a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of their commitment to this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notices shall be sent to every other source of recruitment utilized by CONTRACTOR.
- 7) It shall be no defense to a finding of a noncompliance with Executive Orders indicated in this Section or any Regulations issued pursuant to said Executive Orders of this nondiscrimination clause that the CONTRACTOR had delegated some of their employment practices to any union, training program or other source of recruitment which prevents them from meeting their obligations.
- 8) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the CONTRACTOR will be unable to meet their obligations under Executive Orders or any Regulations issued pursuant to said Executive Order or this nondiscrimination clause, the CONTRACTOR shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, national origin, sex or age, taking affirmative action to obtain qualified minority group persons.
- 9) The CONTRACTOR shall comply with all rules, regulations and orders issued by Federal and State governments relating to laws prohibiting discrimination in hiring or

employment opportunities. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clause of this Contract or with any such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation or order of Federal or State governments, or as otherwise provided by law.

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

5.34.2 Employment of Local Labor

It shall be the CONTRACTOR's responsibility, to the maximum extent practicable, to provide new job opportunities for the unemployed and under-employed in the area in which the Project is located, and the CONTRACTOR shall insert a similar provision in each construction subcontract for this Project. Where federal funding is involved, certain efforts and information are mandated by Federal statute and by grant agency regulations.

5.34.3 Minimum Wage Rates

The minimum wage rates for each craft or classification of all workers needed to perform this Contract during the anticipated term hereof shall, where applicable, be governed by either the "Davis-Bacon Act" (40 U.S. Code 276(a)) or the "Pennsylvania Prevailing Wage Act" (43 P.S. 165-1 to 165-17). The CONTRACTOR's attention is directed to these two statutes so that the applicable provisions of either of these Acts shall be strictly adhered to in the performance of this Contract. Failure to adhere to the applicable provisions of these Acts shall be sufficient grounds for the OWNER to declare this Contract in default or to terminate this Contract. Projects funded with funds which are federal in origin will be subject to the provisions of the Federal Labor Standards Provisions. The provisions of the Davis-Bacon Act (40 USC 276a-276a-5), the Contract Work Hours and Safety Standards Act (40 USC 327-333), and the Copeland Anti-Kickback Act (40 USC 276c) will be enforced upon the CONTRACTOR. Certain efforts and submittal of information is required by federal statute and regulation. The minimum wage rates applicable to all Contracts, are the responsibility of the CONTRACTOR, but are included herewith by the OWNER as a convenience only.

5.34.4 Pennsylvania Prevailing Wage Act

All Contracts having an estimated or actual construction cost in excess of \$25,000 performed within the Commonwealth of Pennsylvania which are not subject to the Walsh-Healey Act or

the Davis-Bacon Act, shall be subject to the Pennsylvania Prevailing Wage Act.

For Contracts subject to the provisions of the Pennsylvania Prevailing Wage Act, the Prevailing Wage Predetermination shall become a part of the Contract and all of the provisions of said Act are included herein by reference.

The general prevailing minimum wage rates, including contributions for employee benefits, shall have been determined by the Secretary of Labor and Industry and must be paid to all workers employed in the performance of the Contract.

The CONTRACTOR shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry, and shall comply with the conditions of the Pennsylvania Prevailing Wage Act, as amended, and the Regulations issued pursuant thereto to assure the full and proper payment of said rates. All workers shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in these Specifications.

These provisions shall apply to all Work performed on the Contract by the CONTRACTOR, and to all Work performed on the Contract by all CONTRACTORS.

The CONTRACTOR shall insert in each of his/her subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

No workers may be employed on the public Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in Section 7 of the Act shall be followed.

All workers employed or working on the public Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any CONTRACTOR, subcontractor and workers, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classifications. Nothing in the Contract, the Act, or these Specifications shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary, to any workers on public Work.

The CONTRACTOR and each subcontractor shall post for the entire period of construction, the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the Work and at such place or places used by them to pay workers their wages. The posted notice of wage rates must contain the following information:

- (1) Name of Project.
- (2) Name of public body for which it is being constructed.

- (3) The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage determination for the particular project.
- (4) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
- (5) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the CONTRACTOR and/or subcontractor are not complying with the Act in any manner whatsoever, they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any CONTRACTOR to the extent of the amount or amounts due or to become due to them as wages for Work performed on the public Work Project. Any workers paid less than the rate specified in the Contract shall have civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

The CONTRACTORS and all subcontractors are required to submit, as a condition for the approval of periodic payments, a copy of the payroll document covering the Project Work period for which a progress payment is requested. This documentation is necessary in order for the Department to enforce the Contract requirement for the payment of the Pennsylvania Prevailing Minimum Wage Rates including the indicated fringe benefits. Payroll documents are to include the following information:

- (1) Names of all workers covered by the Pennsylvania Prevailing Minimum Wage Act.
- (2) Trade or craft by hours of time worked during the payment period.
- (3) Hourly rate, plus mandatory fringe benefits, as required for the various trades or crafts under the minimum wage requirements.

The CONTRACTOR and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by them in connection with the public Work, and such record must include any deductions from each worker. The record shall be preserved for two years from the date of payment, and shall be open at all reasonable hours to the inspection of the OWNER and to other authorized officials.

Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council, or similar applicable program in other States, and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961, (Act Number 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any worker using the tools of a craft who does not qualify as an apprentice within the provisions

of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

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

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

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

5.35 MINORITY AND WOMEN BUSINESS ENTERPRISES

The promotion and encouragement of minority and/or women business enterprises is a commitment and objective of the OWNER. The goals and objectives of Executive Orders 11625 and 12138 will be enforced under this Contract. The CONTRACTOR agrees to abide by these Executive Orders and by the OWNER's Minority and Women Business Enterprise Plan (MBE/WBE Plan) and to involve Minority and Women Business Enterprises to the greatest extent feasible on the Project, either as subcontractors, material suppliers, or service providers. All records of solicitation and utilization of MBEs and WBEs will be kept and submitted to the OWNER by the CONTRACTOR as required by the OWNER's MBE/WBE Plan. The MBE/WBE Plan may be reviewed in its entirety at the office of the OWNER.

5.36 DATE OF STARTING AND COMPLETING WORK

The Contract Work shall be started immediately upon receipt of a written notice from the OWNER and shall be continued in full force until completion, unless approval to suspend Work is granted by the OWNER or unless delays occur due to unfavorable weather. The Work shall be completed in the number of days after the date of notice to proceed as indicated in the Contract Documents.

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

If the Notice to Proceed has not been issued within the time stated in the Instructions to Bidders or any extensions to said time, the Contract Time will commence to run no later than 45 days following issuance of the Notice of Award.

5.37 ORDER OF WORK

Where the order of Work is stated in the Contract, the CONTRACTOR shall comply therewith unless given written permission to change such orders. Where the order is not so stated, the CONTRACTOR, before starting the Work, shall submit to the OWNER a schedule setting forth the order in which they will start and complete the various portions of the Work and, upon acceptance of said schedule, shall strictly conform thereto unless given written permission to depart therefrom.

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the CONTRACTOR shall deliver to the OWNER an estimated construction progress schedule, including schedule of shop drawings, in form satisfactory to the OWNER, showing the proposed dates of commencement and completion of each of the various subdivisions of Work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the CONTRACTOR in accordance with the progress schedule.

5.38 PROSECUTION OF WORK

The CONTRACTOR shall prosecute the Work diligently, so that it may be completed as promptly as conditions may permit in an economical manner within the Contract period. If the Work is not being prosecuted satisfactorily, in the judgment of the OWNER, the OWNER may after fifteen days' written notice to the CONTRACTOR, declare the CONTRACTOR in default and notify the CONTRACTOR's Surety to proceed with the Work accordingly, or, if they so desire, the OWNER may cancel the Contract and pay to the CONTRACTOR the price of the Work actually completed as determined by the CRAWFORD COUNTY PLANNING. Upon payment of such amount, all obligation of the OWNER shall be deemed as fulfilled and terminated.

5.39 COMPETENT WORKERS

The CONTRACTOR shall employ only competent and efficient laborers and first-class mechanics or artisans for every kind of Work, including supervision.

Whenever, in the opinion of the OWNER, any person is unfit to perform their task or do their Work contrary to directions, or conducts themselves improperly, the CONTRACTOR shall remove them from the Work immediately and not employ them again on the Project.

5.40 SUBCONTRACTING

The CONTRACTOR may utilize the services of qualified subcontractors on those parts of the Work which, under normal contracting practices, are performed by subcontractors specializing in the particular class of Work.

The CONTRACTOR shall not award any work to any subcontractor without prior written approval by the OWNER, which approval will not be considered until the CONTRACTOR submits to the OWNER, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the OWNER may require. The CONTRACTOR shall advise each approved subcontractor of their anticipated Work schedule and payment schedule, and shall inform them of the subcontractor's rights and duties with respect to the Payment Bond furnished under this Contract.

The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of their

subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to the CONTRACTOR by terms of the Contract Conditions and other Contract Documents, insofar as applicable to the Work of the subcontractors, and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the Contract Documents. All provisions of law and regulation, whether related to funding requirements or otherwise, shall apply equally to all subcontractors as well as prime CONTRACTORS.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER nor the CRAWFORD COUNTY PLANNING, an arbiter to establish limits to the contracts between CONTRACTOR and subcontractor.

Nothing contained in this Contract shall create any contractual relation between any subcontractor and the OWNER.

In the absence of good and sufficient reasons, within twenty days of the receipt of payment by the CONTRACTOR, the CONTRACTOR shall pay all subcontractors with whom they have contracted their earned share of the payment the CONTRACTOR received.

5.41 WORK BY OTHERS

The OWNER may perform additional Work related to the Project by themselves, or they may let other direct contracts therefore which shall contain standard contract provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such direct contracts (or the OWNER, if they are performing the additional Work themselves), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate their Work with others.

If any part of the CONTRACTOR's Work depends on proper execution or results upon the Work of any such other contractor (or the OWNER), the CONTRACTOR will inspect and promptly report to the CRAWFORD COUNTY PLANNING, in writing, any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Failure so to report shall constitute an acceptance of the other Work as fit and proper for the relationship of their Work except as to defects and deficiencies which may appear in the other Work after the execution of their Work.

The CONTRACTOR will do all cutting, fitting and patching of their Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering their work, and will only cut or alter their Work with the written consent of the CRAWFORD COUNTY PLANNING.

If the performance of additional Work by other CONTRACTORS or the OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work. If the CONTRACTOR believes that the performance of such additional Work by the OWNER or others involves them in additional expense

or entitles them to an extension of the Contract Time, they may make a claim therefore and submit said claim to the CRAWFORD COUNTY PLANNING for review.

5.42 COOPERATION OF TRADES

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

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

5.43 COOPERATION OF CONTRACTORS

If, through acts of neglect on the part of the CONTRACTOR, any other contractor or any subcontractor shall suffer loss or damage on the Work, the CONTRACTOR agrees to settle with such other contractor or subcontractors by agreement if such other contractor or subcontractors will so settle. If such other contractor or subcontractor shall assert any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify and save harmless the OWNER and/or CRAWFORD COUNTY PLANNING against any such claim. The CONTRACTOR shall coordinate their operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the Work. The CONTRACTOR, including their subcontractors, shall keep informed of the progress and the detail Work of other contractors and shall notify the CRAWFORD COUNTY PLANNING immediately of lack of progress or defective workmanship on the part of other contractors. Failure of the CONTRACTOR to keep informed of the Work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by them of the status of the Work as being satisfactory for proper coordination with their own work.

5.44 NOTICE OF IMPERFECT WORK OR MATERIAL

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

Article 6 – Payments to the Contractor

6.1 DETAILED BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice of Award, submit a complete breakdown of the Contract

amount showing the value assigned to each part of the Work, including an allowance for profit and overhead. Upon acceptance of the breakdown of the Contract amount by the CRAWFORD COUNTY PLANNING, it shall be used as the basis for all requests for payment.

6.2 PARTIAL MONTHLY PAYMENTS

Once each calendar month, conforming to the monthly meeting schedule of the OWNER, the OWNER will approve partial payment to the CONTRACTOR, on the basis of an estimate prepared and certified by the CONTRACTOR and accepted by the CRAWFORD COUNTY PLANNING. The CONTRACTOR will be notified as to the date each month when estimates must be submitted to the CRAWFORD COUNTY PLANNING. In cases where Project funding is from State or Federal agencies, the OWNER will make prompt submittal to such agencies to permit drawdown of grant and/or loan funds. Because of processing time required by governmental bodies, a period of 30-45 days may be required before the OWNER is in receipt of funds which will be used to pay the CONTRACTOR's periodic estimates. The CONTRACTOR will take cognizance of this fact and agrees that no claim for extra payment will be made due to the failure of the OWNER to make prompt payment if said delays are caused by such factors.

6.3 RETAINAGE

Unless otherwise indicated in the Contract Documents, the OWNER will retain ten percent (10%) of the total cost of the Work performed, as shown on the approved payment estimate, until the Work is fifty percent (50%) complete, and will retain five percent (5%) of the total cost of the Work performed when the Work is more than fifty percent (50%) complete; provided, however, that in the event a dispute arises between the OWNER and any prime CONTRACTOR, which dispute is based upon increased costs claimed by one prime CONTRACTOR occasioned by delays or other actions of another prime CONTRACTOR, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the CONTRACTOR causing the additional claim furnishes a bond satisfactory to the OWNER to indemnify the OWNER against the claim.

The OWNER may also withhold payment, in whole or in part, to the extent necessary and permitted by law to protect themselves from loss on account of any of the following:

- 1) Defective work;
- 2) Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER;
- 3) Failure of the CONTRACTOR to make payments due to subcontractors, material suppliers or employees;
- 4) Damage to another CONTRACTOR; and/or
- 5) Noncompliance with any part of the terms of this contract.

6.4 PAYMENT FOR UNCORRECTED WORK

Should the OWNER direct the CONTRACTOR not to correct Work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract amount shall be made to compensate the OWNER for the uncorrected work.

6.5 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS

6.5.1 General

The removal of rejected work and materials and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and they shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

6.5.2 Removal by OWNER

Removal of rejected work or materials and storage of materials by the OWNER shall be paid by the CONTRACTOR within thirty days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days' written notice being given by the OWNER of their intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay to the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

6.6 ESTIMATES OF CRAWFORD COUNTY PLANNING TO BE FINAL

On unit price items, the amount of Work will be estimated and paid for at contract unit prices, computing the quantities thereof in accordance with the provisions of the Contract Agreement. When the dimensions of the Plans have been exceeded without written order of the OWNER, the dimensions of the Contract Plans shall be used in making the estimates and as the basis of compensation. The measurements taken and estimates and certificates made by the CRAWFORD COUNTY PLANNING shall be final and conclusive evidence of the amount of acceptable materials furnished, and of acceptable work performed by the CONTRACTOR under and by virtue of this Contract and shall be taken as the full measure of compensation to be received by the CONTRACTOR.

6.7 STATED ALLOWANCES

The bidder shall include in their Proposal the cash allowances, if any, stated in the Detail Specifications. The CONTRACTOR shall purchase the allowed materials as directed by the OWNER. If the actual price for purchasing the allowed materials is more or less than the cash allowance, the Contract Price shall be adjusted accordingly. The adjustment in Contract Price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses.

6.8 REQUESTS FOR EXTRA COMPENSATION

All requests for extra compensation over and above the amount agreed upon in the Contract Agreement on account of any alterations or changes, or for any extra work or requests for additional time to complete the Contract, shall be filed, in writing, with the OWNER by the CONTRACTOR, having attached thereto a copy of the original order executed by both the OWNER and CONTRACTOR for such alterations or changes or extra work, within thirty (30) days after the completion of said alterations or changes or extra work.

Should the CONTRACTOR fail to notify the OWNER in advance, as required, or to submit their claim within thirty days, as required above, it will be taken as conclusive evidence that no claim exists. The basis of payment for extra work shall be as described in Paragraph 2.7.

6.9 NO CHARGE FOR DELAY

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall make no charge or

claim whatsoever for any hindrance or delay in the progress of the Work, except that they may claim an extension of time for the completion of the Work, as indicated in Paragraph 6.10.

6.10 LIQUIDATED DAMAGES

The time in which each Contract and the Work thereunder is to be completed by the individual CONTRACTOR or OWNER shall be as stated in the Proposal or elsewhere in the Contract Documents.

Should the successful CONTRACTOR fail to complete the Work within the time specified in their Proposal, the CONTRACTOR agrees that the OWNER may deduct and retain out of the monies that may be due, or may become due to them under the Contract, an amount equivalent to that sum, if any, stated on the Proposal, for each day, including Sundays and Legal Holidays that the Work in part or as a whole remains incomplete beyond the time stipulated in the Contract Documents, which sum shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the OWNER because of the delay. This deduction shall be made on the monthly estimates after the expiration of the Contract Time. Permitting the CONTRACTOR to continue and finish the Work, or any part of it, after the time fixed for its completion, in part or as a whole, shall in no wise operate as a waiver on the part of the OWNER of their rights under the Contract. However, the OWNER, upon request by the CONTRACTOR and recommendation of the CRAWFORD COUNTY PLANNING, may at its discretion waive the penalty on account of delay due to causes over which the CONTRACTOR has no control.

6.11 FINAL PAYMENT

When the Project is substantially complete, the CONTRACTOR may request a final inspection and submit an application for final payment. Within 30 days after receipt of the request for final inspection, the CRAWFORD COUNTY PLANNING shall perform a "Final Inspection" of the CONTRACTOR's Work. If the Project is "Substantially Complete," the CRAWFORD COUNTY PLANNING shall issue a certificate of "Substantial Completion," and shall process the application for Final Payment. The OWNER shall, within 45 days from the date of "Substantial Completion," pay the CONTRACTOR in full for all Work completed and the amount retained shall be no more than one and one-half times the amount necessary to complete any then remaining uncompleted minor items, as determined by the CRAWFORD COUNTY PLANNING. The payment(s) from the OWNER after substantial completion of the contract shall bear interest at the rate of 10% per annum after the date such payment becomes due and payable as indicated above. The CRAWFORD COUNTY PLANNING shall list in detail each and every uncompleted item and a reasonable cost of completion. Final payment of any amount so withheld for the completion of minor items shall be paid within 45 days of completion of the items listed by the CRAWFORD COUNTY PLANNING and submittal of the "Consent of Surety to Final Payment" and all required guarantee and maintenance bonds.

6.12.1 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the CONTRACTOR of the Final Payment shall be and shall operate as a release to the OWNER from the CONTRACTOR from all claims and all liability for all things done or furnished in connection with this Work and for every act and neglect of the OWNER relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR or their sureties from any obligations under this Contract or the Performance, Payment and/or Maintenance Bonds.

Section VI – Agreement Forms

AGREEMENT

THIS AGREEMENT is by and between _____ (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – Work

- 1.1** CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Replacement of the roof, associated structural repairs, any selected alternates, and any other necessary finish or repair work that is required in order to complete the necessary structural repairs and roof replacement scope.

Article 2 – The Project

- 2.1** The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Titusville
Benson Memorial Library
Roof Replacement and Ceiling Repairs

Article 3 – Architect

- 3.1** The project has been designed by EOS Studio Arc, LLC. who is hereinafter called ARCHITECT and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

Article 4 – Contract Times

- 4.1** *Time of the Essence*
All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.2** *Days to Achieve Substantial Completion and Final Payment*
The work will be substantially completed by July 15, 2026 and completed and ready for final payment on August 1, 2026.
- 4.3** *Liquidated Damages*
CONTRACTOR and OWNER recognize that time is of the essence of the Agreement and that OWNER

will suffer financial loss if the work is not completed within the times specified in paragraph 4.2 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$2,000.00 for each day that expires after the time specified in paragraph 4.2 for Substantial Completed until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$2,000.00 for each day that expires after the time specified in paragraph 4.2 for completion and readiness for final payment until the work is completed and ready for final payment. The OWNER will deduct liquidated damages from any monies due, or that become due, the CONTRACTOR under the Contract with the OWNER. In the event that such monies are insufficient, the CONTRACTOR, or its surety, shall pay to the OWNER any outstanding liquidated damages within thirty (30) days of written notice by the OWNER or OWNER's representative.

Article 5 – Contract Price

- 5.1 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents an amount equal to the following contract price:

GENERAL CONSTRUCTION CONTRACT BID

Replacement of the roof, associated structural repairs, any selected alternates, and any other necessary finish or repair work that is required in order to complete the necessary structural repairs and roof replacement scope.

TOTAL CONTRACT PRICE

_____ \$ _____
Contracted Amount

Article 6 – Payment Procedures

- 6.1 *Submittal and Processing of Payments*
CONTRACTOR shall submit Applications for Payment to ARCHITECT.
- 6.2 *Progress Payments; Retainage*
OWNER shall make progress payments on account of Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the twentieth day of each month during performance of the work as provided in paragraphs below. All such payments will be measured by the schedule of values established in the General Requirements.
- 6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below:
- a. 90% of work completed (with the balance being retainage). If the work has been 50% completed as determined by ARCHITECT, and if the character and progress of the work have been satisfactory to OWNER and ARCHITECT, OWNER, on recommendation of ARCHITECT, may determine that as long as the character and progress of the work remain satisfactory to them, there will be no retainage on account of work subsequently completed,

in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the work completed; and

b. 90% of cost of materials and equipment not incorporated with the work (with the balance being retainage).

6.2.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the work completed less such amounts as ARCHITECT shall determine and less 100% of ARCHITECT estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.3 *Final Payment*

Upon final completion and acceptance of the work, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT.

Article 7 – Contractor’s Representations

7.1 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- a. CONTRACTOR has examined and carefully studied the contract Documents and the other related data identified in the Bidding Documents.
- b. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the work.
- c. CONTRACTOR is familiar with and satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the work.
- d. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures as to contiguous to the Site (except Underground Facilities)
- e. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- f. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- g. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the work as indicated in the Contract Documents.
- h. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- i. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written

- resolution thereof by ARCHITECT is acceptable to CONTRACTOR.
- j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

Article 8 – Miscellaneous

8.1 *Assignment of Contract*

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.2 *Successors and Assigns*

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.3 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____ (which is the effective date of the Agreement).

OWNER:

-

By:

(Corporate Seal)

Attest:

Address for giving notices:

-

-

-

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

CONTRACTOR:

-

By:

(Corporate Seal)

Attest:

Address for giving notices:

-

-

License No.

(Where applicable)

Agent for service of process:

-

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

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

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Grantee, subcontractor, or any person acting on behalf of the Grantee or subcontractor shall not, by reason of race, religion, religious creed, color, ancestry, national origin, age, sex (including pregnancy, sexual orientation, or gender identity), familial status, handicap or disability, mental or physical disability, use of guide or support animals because of blindness, deafness, or physical handicap, or because the user is a handler or trainer of support or guide animals, or due to genetic information, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Grantee nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of race, religion, religious creed, color, ancestry, national origin, age, sex (including pregnancy, sexual orientation, or gender identity), familial status, handicap or disability, mental or physical disability, use of guide or support animals because of blindness, deafness, or physical handicap, or because the user is a handler or trainer of support or guide animals, or due to genetic information.
3. The Grantee and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Grantee shall not discriminate, by reason of race, religion, religious creed, color, ancestry, national origin, age, sex (including pregnancy, sexual orientation, or gender identity), familial status, handicap or disability, mental or physical disability, use of guide or support animals because of blindness, deafness, or physical handicap, or because the user is a handler or trainer of support or guide animals, or due to genetic information against any subcontractor or supplier who is qualified to perform the work to which the Contract relates.
5. The Grantee and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of the Nondiscrimination/Sexual Harassment Clause. If the Grantee or any subcontractor does not possess documents or records reflecting the necessary information requested, the grantee or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The Grantee shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

(Signed) _____

(Title) _____

Subscribe and sworn to before me

This _____ day of _____, 20____

Title

My Commission Expires: _____



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

Section 3 Utilization Report

Section 3 Employee Labor Information			
Name of Grantee:			
Name of Project:			
Project Number:		Wage Decision Number:	
Total number of Labor Hours on the Project:			
Total number of Section 3 Labor Hours on the Project:			
Number of Section 3 Workers used on the project by Prime Contractor:			
Number of Section 3 Workers used on the project by Subcontractors:			
Total number of Section 3 workers used on project:			

Certification of Prime Contractor

As an officer and representative of:

Address:

On behalf of the Contractor, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this Housing and Community Development financial assisted project.

--

Name and Title of Authorized Representative (Print or Type)

Signature of Authorized Representative

Date

NOTICE OF AWARD

TO:	[Contractor's Name]	PROJECT DESCRIPTION:
	[Address]	Benson Memorial Library Roof Replacement & Ceiling Repair
	[City, State, Zip]	2025-01

To Whom it May Concern:

It appears that you are the low bidder on the **BENSON MEMORIAL LIBRARY ROOF REPLACEMENT AND CEILING REPAIR PROJECT** for the city of **TITUSVILLE**. Pursuant to the Contract Documents under which your Proposal was submitted, you are hereby notified that the owner, represented by the undersigned, intends to award a Contract to you for the aforesaid work. The Contract price is computed to be \$ (**Contract amount**), on the basis of the acceptance of your Proposal.

Copies of the required Performance Bond, Labor & Materialmen's Bond and Maintenance Bond are to be executed by the Contracting party and by an approved corporate surety, as required by the Specifications. These bonds may bear any date on or after your receipt of this notice, and must be accompanied by proper powers of attorney from the corporate surety, bearing the same date as the bonds. The bonds shall be executed on three (3) copies and returned to the undersigned within ten (10) days after receipt of this letter.

The Bonds must be supplied before a Notice to Proceed can be made to you.

If you fail to execute and deliver the Bonds within the time specified, you shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with your Proposal.

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

Dated this **Day of Month**, 2026.

OWNER: CRAWFORD COUNTY BOARD OF COMMISSIONERS

By: _____
Name Title

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF INTENT TO AWARD is hereby acknowledged.

By: _____

Title: _____

this the _____ day of _____, 20__.

NOTICE TO PROCEED

Dated: _____

To: _____
Contractor

Address: _____

Contract: _____
(Name of Contract as it appears on Contract Documents)

You are notified that the Contract Times under the above contract will commence to run on

Date: _____

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract Documents, the date of Substantial Completion is July 15, 2026, and the date of readiness for final payment is August 1, 2026.

Before you may start any work at the site, you and the Owner must each deliver to the other (with copies to Architect and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any work at the site, you must notify the Architect and Owner of the work schedule no less than one week prior to commencement of any on-site work activities.

(Owner)

By: _____
(Authorized signature)

(Title)

Section VII – Federal Requirements

All bidders must comply with the following Federal requirements:

Article 1 – Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in: 24 CFR 570.601

1.1 No person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

Article 2 – Executive Order 11063, as amended

2.1 No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Article 3 – Executive Order 11246, Equal Opportunity Clause

3.1 CONDITIONS IF CONTRACT AMOUNT LESS THAN \$10,000

If the contract amount is less than ten thousand (\$10,000) dollars, the following conditions shall apply:

During the performance of this contract, the contractor agrees as follows:

- 3.1.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscrimination clause.
- 3.1.2 The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3.1.3 The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

3.2 CONDITIONS IF CONTRACT EXCEEDS \$10,000

If the contract amount exceeds ten thousand (\$10,000) dollars, the following conditions shall apply:

- 3.2.1 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 3.2.2 The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin.
- 3.2.3 The CONTRACTOR will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.2.4 The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.
- 3.2.5 The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 3.2.6 In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- 3.2.7 The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (3.2.1) and the provisions of paragraphs (3.2.1) through (3.2.6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3.3 NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246):

- 3.3.1 The offeror's or bidder's attention is called to the "Equal Employment Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.

- 3.3.2 The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR's aggregate workforce in each trade on all construction Work in the covered area, are as follows:

Goals and Timetables for Minority Participation for Each Trade 5%

Goals and Timetables for Female Participation in Each Trade 3%

These goals are applicable to all the CONTRACTOR's construction Work (whether or not it is federal or federally-assisted) performed in the covered area.

The CONTRACTOR's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Employment Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the CONTRACTOR's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction Work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the County in which the Work is undertaken.

3.4 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- 3.4.1 As used in these specifications:

- 1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- 2) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority; and
- 3) "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- 4) "Minority" includes:
 - a) Black (all persons having origins in any of the Black African racial groups not of

- Hispanic origin);
 - b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and
 - d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).
- 3.4.2 Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications, and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3.4.3 If the CONTRACTOR is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all Work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 3.4.4 The CONTRACTOR shall implement the specific affirmative action standards provided in Section 3.4.7 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The CONTRACTOR is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- 3.4.5 Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 3.4.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 3.4.7 The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- 1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- 2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- 3) Maintain a current file of names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.
- 4) Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet his/her obligations.
- 5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 2) above.
- 6) Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- 7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and in disposition of the subject matter.
- 8) Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other contractors and subcontractors with whom the CONTRACTOR does or anticipates doing

business.

- 9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - 10) Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - 11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - 12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - 13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.
 - 14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
 - 15) Document and maintain a record of all solicitation of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - 16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.
- 3.4.8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 3.4.7 (1 through 16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 3.4.7 (1 through 16) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.
- 3.4.9 A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of

women is underutilized).

- 3.4.10 The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 3.4.11 The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 3.4.12 The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Employment Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
- 3.4.13 The CONTRACTOR, in fulfilling his/her obligations under these specifications, shall implement specific affirmative action steps, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.
- 3.4.14 The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company's Equal Employment Opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the Work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 3.4.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Article 4 – Contract Work Hours and Safety Standards Act (40 U.S.C. 327 ET. SEQ.)

4.1 The CONTRACTOR, if the contract is in excess of \$2,000, and any of his/her subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

4.2 Under Section 103 of the Act, the CONTRACTOR and any of his/her subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown below sets forth in detail the Section 103 requirements.

4.3 Section 107 of the Act provides that no laborer or mechanic shall be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous to his/her health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

Article 5 – Federal Labor Standards Provisions

Pennsylvania Department of Community and Economic Development Community Development Block Grant Program

5.1 APPLICABILITY

The Project or Program to which the Work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

5.2 MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

5.2.1 Minimum Wages

- 1) All laborers and mechanics employed or working upon the site of the Work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)], the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers and mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination [including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-3121)] shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the Work in a prominent and accessible space where it can be easily seen by the workers.

- 2) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. DCED shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a) The Work to be performed by the classification requested is not performed by a classification in the wage determination;
 - b) The classification is utilized in the area by the construction industry; and

- c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- 3) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and DCED or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate) a report of the action taken shall be sent by DCED or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt, and so advise DCED or its designee within the thirty (30) day period that additional time is necessary.
- 4) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and DCED or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), DCED or its designee shall refer the questions, including the views of all interested parties and the recommendations of DCED or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise DCED or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- 5) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (2)(b) or (c) of this paragraph, shall be paid to all workers performing Work in the classification under this contract from the first day on which Work is performed in the classification.
- 6) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- 7) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

5.2.2 Withholding

DCED or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR under this contract or any other federal contract with the same prime

CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the CONTRACTOR or any subcontractors the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the Work, all or part of the wages required by the contract, DCED or its designee may, after written notice to the CONTRACTOR, sponsor, applicant, or OWNER, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. DCED or its designee may, after written notice to the CONTRACTOR, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

5.2.3 Payrolls and Basic Records

- 1) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of Work preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his/her or her correct classification, hourly rates of wages paid [including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1b(2)(B) of the Davis-Bacon Act], daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- 2) **Certified Payroll Reports.** The CONTRACTOR shall submit weekly for each week in which any contract Work is performed a copy of all payrolls to DCED or its designee if the agency is a party to the contract; but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to DCED or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<https://www.dol.gov/agencies/whd/forms> or its successor site.

The prime contractor is responsible for the submission of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to DCED or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for the transmission to DCED or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for the purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of the subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to DCED or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

- 3) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his/her or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - a) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
 - b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification or Work performed, as specified in the applicable wage determination incorporated into the contract;
 - d) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by 29 CFR Part 5.5, paragraph A.3(ii)(b); and
 - e) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- 4) The CONTRACTOR or subcontractor shall make the records required under 29 CFR Part 5.5, paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of DCED or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, DCED or its designee may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to

cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

5.2.4 Apprentices and Trainees

- 1) **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a contractor is performing construction on a project in a locality other than that in which his/her program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's/subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize the apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.
- 2) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training

Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman's wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

- 3) **Equal Employment Opportunity** - The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the Equal Employment Opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5.2.5 Compliance with Copeland Act Requirements

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in the contract.

5.2.6 Subcontract

The CONTRACTOR or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11) and such other clauses as DCED or its designee may by appropriate instruction require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5.

5.2.7 Contract Termination and Debarment

A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

5.2.8 Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

5.2.9 Disputes Concerning Labor Standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or

any of its subcontractors) and DCED or its designee, the U.S. Department of Labor, or the employees or their representatives.

5.2.10 Certification of Eligibility

- 1) By entering into this contract, the CONTRACTOR certifies that neither it (nor he/she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- 3) Anyone who knowingly makes, presents, or submits a false, fictitious or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonments (e.g., 18 U.S.C. § 287, 1001, 1010, 1012; 31 U.S.C. § 3729, 3802.)

5.2.11 Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the CONTRACTOR or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his/her employer.

5.2.12 Contract Work Hours and Safety Standards Act

The provisions of this paragraph are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- 1) Overtime requirements - No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he or she is employed on such Work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.
- 2) Violation: liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in this paragraph, the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of Work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in this paragraph, in the sum set by the U.S.

Department of Labor at 29 CFR 5.5(b)(2) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § Note), The DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

- 3) Withholding for unpaid wages and liquidated damages - DCED or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of Work performed by the CONTRACTOR or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B) of this paragraph.
- 4) Subcontracts - The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (3) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by the subcontractor or lower tier subcontractor with the clauses set forth in this paragraph.

5.2.13 Health and Safety

- 1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 2) The CONTRACTOR shall comply with all regulations issued by the Secretary of Labor pursuant to 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. §3701 et seq.
- 3) The CONTRACTOR shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The CONTRACTOR shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Article 6 – Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U)

6.1 PROVISIONS

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for Work in connection with a Section 3 covered project, the

following clause (referred to as a Section 3 clause):

- 6.1.1 The work to be performed under this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by HUD-assisted projects covered by Section 3 shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to those who are recipients of government assistance for housing, and to businesses that are either owned by low- or very low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.
- 6.1.2 The parties to this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, the parties certify that they are under no contractual or other impediment that would prevent them from complying with the requirements of 24 CFR Part 75.
- 6.1.3 The contractor agrees to identify current employees on its payroll when the contract or subcontract was awarded who will be working on the Section 3 covered project or activity and certify that any vacant employment opportunities, including training positions, that are filled:
 1. After the contractor is selected; and
 2. With persons other than those that meet the definition of a Section 3 resident, were not filled to circumvent the contractor's Section 3 obligations.
- 6.1.4 The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- 6.1.5 The contractor agrees to post signs advertising new employment, training, or Subcontracting opportunities that will be available as a result of the Section 3 covered projects and activities in conspicuous places at the work site where potential applicants can review them.
- 6.1.6 The contractor agrees that in order for a Section 3 resident to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.
- 6.1.7 The contractor agrees to award, to the greatest extent feasible, 10 percent of the total dollar amount of subsequent subcontracts awarded in connection with the Section 3 covered project or activity to Section 3 businesses, or provide written justification that is consistent with 24 CFR Part 75 describing why it was unable to meet that goal, despite their efforts to comply with the provisions of this clause.

- 6.1.8 The contractor agrees to notify Section 3 residents and businesses about the availability of new employment, training, or contracting opportunities created as a result of the receipt of Section 3 covered financial assistance, as stipulated by the awarding agency.
- 6.1.9 The contractor agrees to verify the eligibility of prospective Section 3 residents and businesses for employment, training, or subcontracting opportunities, in accordance with the recipient's policies and procedures.
- 6.1.10 The contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable.
- 6.1.11 The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3 and include this Section 3 clause in its entirety into every subcontract awarded.
- 6.1.12 The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this clause in accordance with the awarding agency's Section 3 policies and procedures.
- 6.1.13 The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.
- 6.1.14 If applicable, the contractor agrees to notify each labor organization or representative of workers with which the recipient, sub-recipient, or contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 residents and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.
- 6.1.15 Failure to comply with this clause shall result in the imposition of sanctions. Appropriate sanctions for noncompliance may include: Requiring additional certifications or assurances of compliance; termination or cancelation of the contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding arrangement for default; refraining from entering into subsequent contracts, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangement; repayment of funds, and withholding a portion of contract awards, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangements.

Article 7 – Lead Based Paint Requirements

7.1 Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

Article 8 – Clean Air and Clean Water Acts

8.1 This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., and the regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part

15, as amended from time to time.

The CONTRACTOR and any of its subcontractors for Work funded under the Agreement which is in excess of one hundred thousand (\$100,000) dollars agree to the following requirements:

8.2 A stipulation by the CONTRACTOR or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.

8.3 Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

8.4 A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

8.5 Agreement by the CONTRACTOR that he/she will include or cause to be included the criteria and requirements in paragraphs (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the Government may direct as a means of enforcing such provision.

Article 9 – Energy Conservation Provisions

9.1 Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost-Effective Energy Conservation Measures.

Article 10 – Section 109 of the Housing and Community Development Act of 1974

10.1 "No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

Article 11 – Minority/Women's Business Enterprise

11.1 PARTICIPATION LEVEL

The Crawford County Board of Commissioners have established minimum participation levels (MPLs) at 5 % for minority and 3 % for women business enterprises (MBE/WBE) for this Project to be used solely as a threshold in determining bidder responsibility. A bidder will not be rejected as not responsible solely because they fail to reach the MPLs. To determine the participation level which has been reached, a bidder may divide the total dollar amount of the commitments by the total dollar amount of the bidder's bid.

11.1.1 The Crawford County Board of Commissioners have established Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) minimum participation levels (MPLs) of five percent for MBE and three percent for MBE of the dollar amount of the bid for this contract.

11.1.2 These MPLs serve exclusively as a threshold in determining bidder responsibility. A bidder will not be rejected as not responsible solely because it fails to reach the MPLs. To determine

the participations level, which has been reached, a bidder may divide the total dollar amount of the commitments by the total dollar amount of the bidder's bid.

11.1.3 A firm which is both an MBE and a WBE will only receive credit toward MPLs as either an MBE or WBE, but not both. Bidders must indicate on Form DCED-CCD-286, *MBE/WBE Contact/Solicitation and Commitment Statement*, whether the firm is being listed as either a MBE or a WBE.

11.1.4 An MBE/WBE firm who is the Prime Bidder on a project will receive no MPL credit for its own work effort for services provided. MBE/WBE bidding as prime proposer must solicit other certified MBE/WBEs participation for material and/or supplies.

11.1.5 MBE/WBE subcontractors must perform at least 75 percent of the cost of the subcontract, not including the cost of materials, with its own employees.

11.2 RESPONSIVENESS

11.2.1 Bidders must complete and submit a Bidder Projection of Minority/Women/Section 3 Business Utilization form with the bid. Failure to submit this form with the bid may result in the bid being rejected as non-responsive.

11.2.2 A bidder should only solicit MBE/WBE subcontractors, vendors, manufacturers, or suppliers whose services, material, or supplies are within the scope of Work and which the bidder reasonably believes it will choose to subcontract with or purchase from.

11.2.3 Bidders failing to meet the minimum levels of participation may be required to provide an explanation of why the MPLs have not been met. This explanation must demonstrate that the bidder has not engaged in discriminatory practices in solicitation and utilization of MBEs/WBEs to perform as subcontractors or suppliers of goods and services related to the performance of the contract. The evidence submitted by the bidder must demonstrate the following:

- 1) Indicate whether MBEs/WBEs were solicited for each type of Work the bidder expects to subcontract for and for all materials which the bidder expects to procure and, if not, the reason(s) why no such solicitation was made;
- 2) Indicate the reason why an MBE/WBE has not been committed for a type of subcontract Work or materials in any area where a quote was received from an MBE/WBE, and;
- 3) In any case where no quotations are received nor commitments made to MBE or WBE firms, indicate on the Bidder Projection of Minority/Women/Section 3 Business Utilization form that no quotes were received, and if there is another reason for no commitments being made, the reason for the lack of commitments.

11.2.4 If the bidder fails to submit such evidence, the bid submission may be considered non-responsive and the bid rejected.

11.2.5 Information related to the above may be submitted on the Bidder Projection of Minority/Women/Section 3 Business Utilization form or on additional paper.

11.3 RESPONSIBILITY

11.3.1 The submittals of each bidder are subject to review to determine whether the bidder has discriminated in the selection of manufacturers, subcontractors and suppliers. If a bidder has met the MPLs for MBE/WBE participation, the bidder will be presumed not to have discriminated in their selections. Where the MPLs are not met, the Crawford County Board of Commissioners will determine whether discrimination has occurred. If, after investigation, including a review of the Bidder Projection of Minority/Women/Section 3 Business Utilization form, it is found that discrimination has occurred, the reviewed bidder

may be deemed to be not responsible and the bid may be rejected.

11.3.2 Documentation submitted by the bidder should meet the following standards for review:

- 1) The bidder whose actions resulted in limited or no commitment to MBEs/WBEs was not motivated by consideration of race or gender;
- 2) MBEs/WBEs were not treated less favorably than other businesses in the contract solicitation and commitment process; and
- 3) Solicitation and commitment decisions were not based upon policies which disparately affect MBEs/WBEs.

11.3.3 Commitments to MBE and WBE firms made at the time of bidding must be maintained throughout the term of the contract, unless a change in commitment to these firms is preapproved by the (OWNER) or the administering agency performing the evaluation of the Invitation for Bid.

11.4 ACCESS TO INFORMATION

The OWNER may obtain documents and information from any bidder, contractor, subcontractor, supplier, or manufacturer that may be required in order to ascertain bidder or contractor responsibility. Failure to provide requested information may result in the contractor being declared not responsible.

11.5 PROCEDURES – CONTRACTOR COMPLIANCE PROCESS

11.5.1 Contract Provisions – The following provisions will be included in construction contracts and/or in professional service contracts:

- Construction Contracts

1. The Prime Contractor must provide the Crawford County Board of Commissioners with a report of MBE/WBE subcontractors (including suppliers) utilized under this contract.
2. MBE/WBE Subcontractors must provide the Crawford County Board of Commissioners with a report reflecting the Prime Contractors who have purchased their services and/or supplies on a quarterly basis. The report shall reflect the name of the Prime Contractor and the total dollar amount invoiced and total dollar amount received for payment.

11.5.2 Grantee Compliance Procedures

- A letter will be forwarded to the Prime Contractor by the Crawford County Board of Commissioners informing them of their quarterly or per project reporting requirements. In addition, a letter will be forwarded to all MBE/WBE subcontractors (copy to the Prime Contractor) informing them of their reporting requirements.
- Crawford County will review all reports received from the Prime Contractor and all subcontractors to determine if the commitments made by the Prime Contractor in their bid are being met. If reports are submitted on a per project basis, this review is to be done prior to final payment being made to the contractor and/or subcontractor.

11.6 RECORDKEEPING AND REPORTING

11.6.1 The contractor will keep such records as are necessary to determine compliance with its minority and women business enterprise commitments. These records must be in sufficient detail to indicate the number of minority and women businesses, the contract Work performed, and the percentage of minority and women businesses performing Work. Additionally, the contractor is required to maintain an open file for a specified period, during which time the OWNER may make periodic reviews of records pertaining to relevant contracts.

Article 12 – Age Discrimination Act of 1975

12.1 "No person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Article 13 – Section 504 of the Rehabilitation Act of 1973

13.1 "No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance."

Section VIII – State Requirements

All bidders must also comply with the following State requirements:

Article 1 – Pennsylvania Steel Products Procurement Act (NO. 178-3)

1.1 If any steel products are to be used or supplied in the performance of the Contract, only steel products produced in the United States shall be used or supplied in the performance of the Contract or any subcontract thereunder. This provision shall not apply in any case where the head of the public agency, in writing, determines that the type of steel products necessary to the performance of the Contract are not produced in the United States in sufficient quantities to meet the requirement of the Contract.

Article 2 – Pennsylvania Human Relations Act, as Amended

2.1 CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap or disability, use of guide or support animals because of the blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals.

CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap or disability, use of guide or support animals because of the blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals. Such affirmative action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

CONTRACTOR shall post in conspicuous places available to employees, agents, applicants for employment and other persons a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2.2 CONTRACTOR shall in advertisements or requests for employment placed by him/her or on his/her behalf state that all qualified applicants will receive consideration for employment without regard to race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap or disability, use of guide or support animals because of the blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals.

2.3 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.

2.4 It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission of 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 obligation. 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.

2.5 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 his/her obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, or this nondiscrimination clause, CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.

2.6 CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all State and Federal laws prohibiting discrimination in hiring or employment opportunities. In the event of CONTRACTOR's noncompliance with the nondiscrimination clause of this contract or with any such laws, this CONTRACT may, after hearing and adjudication, be terminated or suspended, in whole or in part, and CONTRACTOR may be declared temporarily ineligible for further COMMONWEALTH contracts, and such other sanction may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

2.7 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.

2.8 CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

2.9 CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that provisions will be binding upon each subcontractor.

2.10 CONTRACTOR's 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.

Article 3 – Trade Practices Act (71 P.S. § 773.101 et seq.)

1.1 In accordance with the Trade Practices Act of July 23, 1968 (71 P.S. § 773.101 et seq.), the CONTRACTOR cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries products, as listed below, is not permitted:

- A. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
- B. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
- C. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
- D. Spain: certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel

products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and coldformed carbon steel bars.

1.2 Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

1.3 This provision in no way relieves the CONTRACTOR of responsibility to comply with those provisions which prohibit the use of foreign-made steel and cast iron products.

Article 4 – Additional State Requirements & Assurances

1.1 The CONTRACTOR agrees that all work completed, materials used, and subcontractors utilized shall comply with and be bound to the following state requirements and assurances:

- A. Public Works Grant Recipients Bond Law of 1967 (8 P.S. § 191 et seq.)
- B. Commonwealth Procurement Code (62 Pa.C. § 101 et seq.)
- C. Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.)
- D. Minority and Women Business Enterprise (Executive Order 1996-8)
- E. Agricultural Land Preservation Policy (Executive Order 2003-2)
- F. Pennsylvania Flood Plain Management Act 166 (32.P.S. § 679.101-679-601) and the regulations issued pursuant thereto (Title 12, Chapter 113).
- G. Local zoning ordinances and Act 2000 - 68, a land use amendment to the Pennsylvania Municipalities Planning Code
- H. All applicable environmental protection laws, assuring that no adverse environmental impact will occur because of this project
- I. Terms and conditions of the Office of Commonwealth Libraries program titled Keystone Grants for Public Library Facilities
- J. Americans with Disabilities Act

Section IX - Prevailing Wage Determination

"General Decision Number: PA20260049 01/23/2026

Superseded General Decision Number: PA20250049

State: Pennsylvania

Construction Type: Building

County: Crawford County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026
2	01/16/2026
3	01/23/2026

ASBE0002-006 08/01/2024

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST
INSULATOR

INDUSTRIAL; MECHANICAL-
Duct, Pipe & Mechanical
System Insulation.....

\$ 46.50

29.43

BOIL0154-007 01/01/2025

Rates	Fringes
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BOILERMAKER.....\$ 48.28

33.17

BRPA0009-011 12/01/2022

Rates	Fringes
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TILE FINISHER.....\$ 28.76

17.16

TILE SETTER.....\$ 35.64

21.63

BRPA0009-045 05/01/2023

Rates	Fringes
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BRICKLAYER (Including
Pointing, Caulking, Cleaning
and Brick Refractory Work).....

\$ 32.79

23.32

MASON - STONE.....\$ 32.79

23.32

CARP0081-005 06/01/2023

Rates	Fringes
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CARPENTER (Floor
Laying-Carpet Only).....\$ 35.94

19.02

CARP0142-008 06/01/2023

Rates	Fringes
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CARPENTER (Acoustical Ceiling

Installation, Floor Laying-Hardwood Floors and Vinyl Only).....	\$ 35.94	19.02
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CARP0443-004 06/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 43.00	23.44

CARP0900-013 06/01/2023

	Rates	Fringes
CARPENTER (Scaffold Building Only).....	\$ 35.94	19.02

ELEC0005-017 12/26/2025

	Rates	Fringes
ELECTRICIAN (Installation of Sound and Communication System Only).....	\$ 49.11	36.79

* ELEC0712-008 12/29/2025

	Rates	Fringes
ELECTRICIAN (Including HVAC/Temperature Controls, Low Voltage Wiring, Alarm Installation; Excluding Installation of Sound and Communication Systems).....	\$ 51.45	29.77

* ENGI0066-031 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe, Bobcat/Skid Steer/Skid Loader, Loader, Crane*, Bulldozer.....	\$ 36.87	21.32
Oiler.....	\$ 29.70	21.32
Paver (Asphalt, Aggregate, and Concrete), Drill Rig Caissons, Bulldozer, Forklift (Lull), Man Lift/Outside Elevator.....	\$ 36.87	21.32
Roller, Forklift (ridden or self-propelled).....	\$ 32.25	21.32

*Add to Crane rate:

Booms 101-150 jibs- Add \$.75
Booms 151-200 jibs- Add \$1.50
Booms 201-251 jibs- Add \$2.25

IRON0003-015 06/01/2023

	Rates	Fringes
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IRONWORKER, STRUCTURAL.....	\$ 33.57	32.23
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 IRON0207-007 06/01/2025

Rates	Fringes
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IRONWORKER (Reinforcing and Metal Roof Installation Only)....	\$ 36.26	28.16
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 LAB00910-005 01/01/2024

Rates	Fringes
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LABORER (Common or General; Concrete Worker).....	\$ 26.82	19.39
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 PAIN0041-003 05/01/2014

Rates	Fringes
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PAINTER (Spray Only, excludes work on Industrial sites).....	\$ 27.95	16.12
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 PAIN0057-001 06/01/2023

Rates	Fringes
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PAINTER: Brush and Roller Only...	\$ 30.56	23.72
PAINTER: Drywall Finishing/Taping Only.....	\$ 32.39	23.26

 PAIN0057-023 06/01/2020

Rates	Fringes
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PAINTER (Drywall Finishing/Taping Only).....	\$ 27.10	18.02
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 PAIN0057-031 06/01/2023

Rates	Fringes
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PAINTER (INDUSTRIAL: Spray Only).....	\$ 36.01	23.72
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 PAIN0751-007 06/01/2020

Rates	Fringes
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GLAZIER.....	\$ 28.30	10.73
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 PLAS0526-015 06/01/2021

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 31.77	21.89
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 PLAS0526-026 06/01/2021

Rates	Fringes
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PLASTERER.....	\$ 30.69	18.99
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 PLUM0027-006 06/01/2023

	Rates	Fringes
PLUMBER.....	\$ 46.98	25.47

PLUM0354-008 06/01/2024		
	Rates	Fringes
PIPEFITTER (Industrial).....	\$ 47.75	26.55

PLUM0354-013 06/01/2024		
	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation and Work on Industrial Sites).....	\$ 40.02	26.55

PLUM0449-003 06/01/2024		
	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 48.15	29.17

SFPA0669-004 01/01/2026		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 49.75	30.26

SHEE0012-009 07/01/2022		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation, Excludes Metal Flashing Installation).....	\$ 39.50	30.79

* UAVG-PA-0002 01/01/2025		
	Rates	Fringes
LABORER: Mason Tender – Brick...	\$ 23.23	18.53

* UAVG-PA-0004 01/01/2025		
	Rates	Fringes
OPERATOR: Mechanic.....	\$ 36.53	22.01

* UAVG-PA-0007 01/01/2025		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 34.91	30.85

* UAVG-PA-0008 01/01/2025		
	Rates	Fringes
IRONWORKER, RIGGER.....	\$ 35.22	30.56

* UAVG-PA-0010 01/01/2025

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 35.94	19.02

* UAVG-PA-0011 01/01/2026

	Rates	Fringes
PAINTER (Brush and Roller Only).....	\$ 28.84	24.30

SUPA2011-007 08/20/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.75	9.48
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation, Floor Layer - Carpet, Hardwood, and Vinyl, Form Work and Scaffold Building.....	\$ 22.68	7.71
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.41	6.45
MECHANICAL INSULATOR, Including Duct and Pipe and Excluding work on Industrial sites.....	\$ 30.60	17.16
ROOFER, Excludes Installation of Metal Roofs.....	\$ 22.98	11.86
SHEET METAL WORKER (Metal Flashing Installation only).....	\$ 31.43	20.05
TRUCK DRIVER: Dump Truck.....	\$ 24.98	11.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"