



LUZERNE COUNTY, PA

**D&L Rail Trail – Wilkes-Barre Mountain Section
Phase I (Station 165+00 to Station 316+19)
Installation / Construction
Bid Documents**

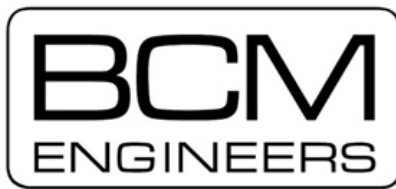
Funding Assistance has been provided by the PA Recreational Trails Program, Federal Highway Administration and the Bureau of Recreation and Conservation

Grant Number: BRC-PRT-21-158.1

North Branch Land Trust



Drawings & Technical Specifications Prepared By:



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**Technical Specifications
for
D&L Rail Trail – Wilkes-Barre Mountain Section
Phase I (Station 165+00 to Station 316+19)
Installation / Construction**

Table of Contents

1. Invitation to Bid (Advertisement)	Page 1
2. Instructions to Bidders	Page 3
2.1 – Bidders Responsibility	
2.2 – Submitting Bid Proposals	
2.3 – Interpretations of Addenda	
2.4 – Bids	
2.5 – Use of Bid Forms	
2.6 – Unit Prices	
2.7 – Corrections	
2.8 – Bid Guaranty	
2.9 – Opening of Bids	
2.10 – Collusive Agreements	
2.11 – Withdrawal of Bids	
2.12 – Time for Receiving Bids	
2.13 – Award of Contract: Rejection of Bids	
2.14 – Execution of Contract: Performance, Labor and Material Payment, and Maintenance Bonds, and Consent of Surety Company to Final Payment	
2.15 – Wages and Salaries	
2.16 – Compliance with Federal, State and Local Laws	
3. Summary of Work to be Performed (Scope of Work)	Page 9
4. Bid Proposal (Sample):	Page 10
Unit Price Sheet / Bid Cost Schedule (Sample)	
Bid Form (Sample)	
Bid Bond (Sample)	
Qualification of Bidders Statement (Sample)	
Non-Collusion Affidavit of Prime Bidder (Sample)	
(Certified / Signed) Non-Discrimination/Sexual Harassment Clause (Sample)	

PA Recreation Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Cover Sheet	
PA Recreation Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Prime Contractor Compliance Statement (Sample)	
Guidance Concerning Good Faith Efforts	
DCNR Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Requirement for the Recreational Trails Program	
Instructions – DCNR Recreational Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Biannual Status Report Guidance	
Recreational Trails Program Biannual DBE/SBE Status Report (Sample)	
DBE Participation for Federal Projects (EO-380) (Sample)	
DBE Commercially Useful Function (CUF) Report (EO-354) (Sample)	
Guidance for Completing the CUF Form	
Buy America Program Provisions and Guidance	
Buy America Compliance Statement (Sample)	
Public Works Employment Verification Form Guidance	
Public Works Employment Verification Form (Sample)	
State Prevailing Wage Project Rates	
5. Contract Agreement (Sample)	Page 56
6. Bonds:	Page 59
6.1 - Performance Bond (Sample)	
6.2 - Labor and Material Payment Bond (Sample)	
6.3 - Maintenance Bond (Sample)	
7. Stipulation Against Liens (Sample)	Page 66
8. General Conditions	Page 67
8.1 - Part I – General Specification	
8.1.1 – Definitions	
8.1.2 – Superintendence by Contractor	
8.1.3 – Sub-Contractors	
8.1.4 – Separate or Other Contracts	
8.1.5 – Fitting and Coordination of Work	
8.1.6 – Mutual Responsibility of Contractors	
8.1.7 – Construction Schedule	

- 8.1.8 – Payment to Contractor
- 8.1.9 – Changes in the Work
- 8.1.10 – Claims for Extra Cost
- 8.1.11 – Termination: Delays and Liquidated Damages
- 8.1.12 – Assignment or Novation
- 8.1.13 – Disputes
- 8.1.14 – Technical Specifications and Drawings
- 8.1.15 – Shop Drawings
- 8.1.16 – Requests for Supplement Information
- 8.1.17 – Materials and Workmanship
- 8.1.18 – Samples, Certificates and Tests
- 8.1.19 – Permits and Codes
- 8.1.20 – Care of Work
- 8.1.21 – Accident Prevention
- 8.1.22 – Sanitary Facilities
- 8.1.23 – Use of Premises
- 8.1.24 – Removal of Debris, Cleaning, Etc.
- 8.1.25 – Inspection
- 8.1.26 – Review by Owner
- 8.1.27 – Final Inspection
- 8.1.28 – Deduction for Uncorrected Work
- 8.1.29 – Insurance
- 8.1.30 – Bonds
- 8.1.31 – Liens
- 8.1.32 – Patents
- 8.1.33 – Warranty of Title
- 8.1.34 – General Guaranty
- 8.1.35 – Explosives and Blasting
- 8.1.36 – Preconstruction Conference
- 8.1.37 – Interest of Members of the Commonwealth and Others
- 8.1.38 – Certification of Eligibility
- 8.1.39 – Contractor Compliance with Agency Permits and/or Approvals
- 8.1.40 – List of Permits and/or Approvals

8.2 - Part II – Federal and State Laws and Regulations

8.2.1 – Wage Rates

8.2.2 – Non-Discrimination and Equal Opportunity Clause

8.2.3 – Disadvantaged Business Enterprise & Small Business Enterprise Involvement

8.2.4 – Federal Occupational Safety & Health Act of 1970 (O.S.H.A.)

8.2.5 – Pennsylvania Act 287, As Amended by Act 181 of 2006

8.2.6 – Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation act of 1973; PA Act 235 of 1965, As Amended, Universal Accessible Act, and the Americans with Disabilities Act (ADA) of 1990, As Amended

8.2.7 – Pennsylvania Steel Products Procurement Act (No. 1978-3)

8.2.8 – Pennsylvania Construction Code Act

8.2.9 – Pennsylvania Human Relations Act

8.2.10 – Buy America Program

9. Special / Supplemental Conditions

Page 90

9.1.1 – Project Site

9.1.2 – Time for Completion

9.1.3 – Liquidated Damages

9.1.4 – Responsibility of Contractor

9.1.5 – Communications

9.1.6 – Job Offices

9.1.7 – Partial Use of the Improvements

9.1.8 – Work by Others

9.1.9 – Contract Documents and Drawings

9.1.10 – Progress Schedule

9.1.11 – Substitution

9.1.12 – Signs, Barricades & Lights

9.1.13 – Protection of Existing Site Conditions

9.1.14 – Reduction in Work

9.1.15 – Landscape Architect’s Responsibility and Authority

9.1.16 – Temporary Suspension of Construction

9.1.17 – Intent of Plans and Specifications

9.1.18 – Work Incidental to Contract Items

- 9.1.19 – Construction Reservation
- 9.1.20 – Damage to Existing Construction
- 9.1.21 – Disposal of Existing Material
- 9.1.22 – Public Convenience and Safety
- 9.1.23 – Storage of Materials
- 9.1.24 – As-Built Drawings
- 9.1.25 – Special Project Requirements

10. Technical Specifications

Page 98

Schedule of Drawings and Reports

Construction Plans (Station 165+00 to Station 316+19)

Preliminary Plans for Trail Construction (Laurel Run Borough)

Erosion & Sediment Pollution Control Plans (Station 0+00 to 316+19)

Erosion & Sediment Pollution Control Report (Station 0+00 to 316+19)

Appendix A : Bid Proposal Forms for Bidding

Bid Proposal

Unit Price Sheet / Bid Cost Schedule

Bid Form

Bid Bond

Qualification of Bidders Statement

Non-Collusion Affidavit of Prime Bidder

(Certified / Signed) Non-Discrimination/Sexual Harassment Clause

PA Recreational Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Prime Contractor Compliance Statement with Cover Sheet

(Optional) DBE Participation for Federal Projects (Form E0-380) (form only for DBE/SBE firm(s) that will be used during the performance of this project)

Buy America Compliance Form

Public Works Employment Verification Form

North Branch Land Trust

**D&L Rail Trail – Wilkes-Barre Mountain Section
Phase I (Station 165+00 to Station 316+19)
Installation / Construction**

**(DCNR PA Recreational Trails Program, Federal Highway Administration and
the Bureau of Recreation and Conservation Project) – Grant Number: BRC-PRT-21-158.1**

**(Laurel Run Borough and Plains Township,
Luzerne County, PA)**

1. Invitation to Bid

Sealed proposals will be received by the North Branch Land Trust at their office, with a mailing address of 251 Huntsville-Idetown Road, Dallas, Pennsylvania, 18612, until 1:00 pm on July 9th, 2020. Bids will be opened on July 9th, 2020, at the offices of the North Branch Land Trust, at 2:00 pm.

**D&L Rail Trail – Wilkes-Barre Mountain Section
Phase I (Station 165+00 to Station 316+19)
Installation / Construction**

Work shall consist of the following:

Phase I of the D&L Rail Trail project on Wilkes-Barre Mountain is a linear 2.86 mile trail project on Wilkes-Barre Mountain within Laurel Run Borough and Plains Township. The trail will be aligned on the former railroad right-of-way (CNJ), railroad or road corridor owned or easement for trail use by the North Branch Land Trust (NBLT).

The rail trail will be a 10 foot wide crushed stone trail with 2 foot graded shoulders. This will directly replace the existing railroad ballast / roadway. The project will, for the most part, use the existing drainage infrastructure and rehabilitate the ditches associated with the past railroad use. Some new drainage pipes are proposed. Drainage areas, flow patterns, volumes and drainage structures / location of drainage structures are proposed to remain unchanged by the rail trail implementation.

The ground disturbance associated with this Rail Trail project will primarily be: 1) the excavation of the existing ballast; and 2) removal of soil and debris in the trail side cast iron drainage pipes and ditches to re-establish functionality. Suitable excavated material / soil will be reused within the trail corridor as fill and base material. All unsuitable material / soil will be properly disposed of off-site.

Required signage and access control features (gates, boulders, fencing) are also to be installed.

Contract and construction documents may be obtained digitally (PDF form on USB, CD or through a Dropbox link) from **North Branch Land Trust, 251 Huntsville-Idetown Road, Dallas, Pennsylvania, 18612, (Ph. 570-310-1781), upon receipt of a check which is non-refundable in the amount of \$20.00 per USB. Checks will be made payable to North Branch Land Trust.**

Bids must be submitted upon the forms furnished by the Landscape Architect.

The bid must be accompanied by a certified check or bid bond in the amount of 10% of the bid made payable to the North Branch Land Trust.

A MANDATORY PRE-BID MEETING WILL BE HELD ON JUNE 18th, 2020, at 3:00pm, AT THE OFFICES of the NORTH BRANCH LAND TRUST

The North Branch Land Trust reserves the right to reject any or all proposals.

Bidders are required to make a Good Faith Effort when procuring any project supplies or services to ensure that designated Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) have the opportunity to participate in the performance of contracts and subcontracts.

Bidder are to adhere to the Buy America Program that requires all projects that permanently incorporate iron and steel must use products manufactured domestically.

The North Branch Land Trust does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or familiar status in employment or the provision of services.

The North Branch Land Trust is an Equal Opportunity/Affirmative Action Employer.

2. Instructions to Bidders

2.1 BIDDERS RESPONSIBILITY

Each Bidder shall familiarize himself with all of the attached forms, instructions, general conditions, special / supplemental conditions, specifications, drawings, and the like, as he will be held responsible to fully comply therewith. Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

2.2 SUBMITTING BID PROPOSALS

Sealed proposals will be received by the North Branch Land Trust at their office, with a mailing address of 251 Huntsville-Idetown Road, Dallas, Pennsylvania, 18612, until 1:00 pm on July 9th, 2020. Bids will be opened on July 9th, 2020, at the offices of the North Branch Land Trust, at 2:00 pm.

2.3 INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner and the office of the Engineer at least one (1) day before bids are opened. In addition, all Addenda will be transmitted to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

2.4 BIDS

- a. All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

b. The following documents shall be enclosed in envelopes, outer and inner, both of which shall be sealed and clearly labeled with the project name, name of Bidder, and the date and the time of bid opening in order to guard against premature opening of the bid:

1. Bid Proposal
2. Unit Price Sheet / Bid Cost Schedule
3. Bid Form
4. Bid Bond
5. Qualification of Bidders Statement
6. Non-Collusion Affidavit of Prime Bidder
7. (Certified / Signed) Non-Discrimination/Sexual Harassment Clause
8. PA Recreational Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Prime Contractor Compliance Statement
9. Good Faith Effort Documentation
10. (Optional) DBE Participation for Federal Projects (Form E0-380) (form only for DBE/SBE firm(s) that will be used during the performance of this project)
11. Buy America Compliance Form
12. Public Works Employment Verification Form

c. The Owner may consider irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

d. If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

e. Each Bidder shall include in his Bid the following information:

Principals

Names
Social Security Numbers
Home addresses, including City, State and Zip Code

Firm

Name
Treasury Number
Address
City, State and Zip Code

2.5 USE OF BID FORMS

Forms in the Specification Package are not to be detached, filled out, or executed. Separate copies of Bid Forms are furnished for the submission of Bids. These forms include the following:

- a. Bid Proposal
- b. Unit Price Sheet / Bid Cost Schedule
- c. Bid Form
- d. Bid Bond
- e. Qualification of Bidders Statement
- f. Non-Collusion Affidavit of Prime Bidder
- g. (Certified / Signed) Non-Discrimination/Sexual Harassment Clause
- h. PA Recreational Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Prime Contractor Compliance Statement
- i. (Optional) DBE Participation for Federal Projects (Form E0-380) (form only for DBE/SBE firm(s) that will be used during the performance of this project)
- j. Buy America Compliance Form
- k. Public Works Employment Verification Form

2.6 UNIT PRICES

Unit Prices will be applicable under this contract. The Unit Prices in the Unit Price Sheet / Bid Cost Schedule shall reflect the furnishing and installation cost of each item.

2.7 CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder, and initialed.

2.8 BID GUARANTY

- a. The bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, cashier's check, or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or cashier's check must be payable to the Owner. Cash deposits will not be accepted. The Bid Guaranty shall

insure the execution of the Agreement and the furnishings of the Surety Bond or Bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or by courier, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks, cashier's checks and Bid Bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

2.9 OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

2.10 COLLUSIVE AGREEMENTS

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

2.11 WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

2.12 TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay

in the mails for which the Bidder was not responsible, such Bid will be received and considered.

- b. Bidders are cautioned that, while modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

2.13 AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.

2.14 EXECUTION OF CONTRACT: PERFORMANCE, LABOR AND MATERIAL PAYMENT, AND MAINTENANCE BONDS, AND CONSENT OF SURETY COMPANY TO FINAL PAYMENT

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a." above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the

penal sum shall be within the maximum specified for such company in said Circular 570.

- c. In addition, the successful Bidder shall, within the period specified in paragraph "a." above, furnish a Maintenance Bond in a penal sum not less than 10% of the amount of the Contract as awarded. Said bond shall be solely to guarantee the project free from defects caused by faulty workmanship and materials for a period of two (2) years, general wear and tear excepted.
- d. Also, the successful Bidder shall furnish Consent of Surety Company to Final Payment solely for the Surety Company to approve final payment to the successful bidder, and guarantee that final payment to the successful bidder shall not relieve the Surety Company of any of its obligations to the Owner.
- e. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus done exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Owner for a refund.

2.15 WAGES AND SALARIES

- a. Attention of Bidders is particularly called to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.
- b. The rates of pay set forth under in the Contract Documents are the minimum to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

2.16 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Attention of Bidders is particularly called to the necessity of complying with all Federal, State and Local laws and regulations including but not limited to the following: Act 287-1974; Federal Occupational Safety and Health Act of 1970.

Refer to Section 8.2 - Part II – Federal and State Laws and Regulations, for other necessary regulation compliance.

3. Summary of Work to be Performed **(Scope of Work)**

Phase I of the D&L Rail Trail project on Wilkes-Barre Mountain in Laurel Run Borough is a 2.86 mile linear trail project of the overall 5.99 mile project around Wilkes-Barre Mountain within Laurel Run Borough, Plains Township, and Wilkes-Barre Township. The trail in Laurel Run Borough and Plains Township will be aligned on the former railroad right-of-way (CNJ) and corridor owned by the North Branch Land Trust (NBLT).

The rail trail will be a 10 foot wide crushed stone trail with 2 foot graded shoulders. This will directly replace the existing railroad ballast / roadway. The project will, for the most part, use the existing drainage infrastructure and rehabilitate the ditches associated with the past railroad use. Some new drainage pipes are proposed. Drainage areas, flow patterns, volumes and drainage structures / location of drainage structures are proposed to remain unchanged by the rail trail implementation.

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendent, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in the Contract in every respect within the specified timeframe.

The ground disturbance associated with this Rail Trail project will primarily be: 1) the excavation of the existing ballast; and 2) removal of soil and debris in the trail side cast iron drainage pipes and ditches to re-establish functionality. Suitable excavated material / soil will be reused within the trail corridor as fill and base material. All unsuitable material / soil will be properly disposed of off-site.

Required signage and access control features (gates, boulders, fencing) are also to be installed.

4. Bid Proposal

1. The undersigned, having familiarized himself with the existing conditions on the project area affecting the cost of the work, and with the Contract Documents (including the Plans, the Specification Book, Addenda (if any), the Invitation to Bid, the Instruction to Bidders, the General Conditions Part I: General Specifications, the General Conditions Part II: State Requirements, the Special / Supplemental Conditions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), and all modifications on file at the office of the Owner hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including water, heat, utility and transportation services, and other facilities and services necessary to perform and complete all work required for construction of the improvements embraced in the Plans and Specifications; for the project D&L Rail Trail – Wilkes-Barre Mountain Section Installation / Construction, and other work incidental thereto, all in strict accordance with the Contract Documents, for the Total Bid price of _____ - _____ Dollars (\$_____).
2. In submitting this bid, the Bidder understands that the Owner reserves the right to reject any or all bids or to waive any informalities in the bidding. If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver the Agreement in the form prescribed by the Owner, and furnish the required Workers Compensation Insurance, the required Public Liability Insurance, the required Builders Risk/All Risk Insurance (if applicable), the required Bid Bond, the required Performance Bond, the required Labor and Material Payment Bond, the required Maintenance Bond, and the required Stipulation Against Liens within ten (10) days after the Agreement is presented to him for signature.
3. Attached hereto are samples of the following documents:
 - a. Unit Price Sheet / Bid Cost Schedule
 - b. Bid Form
 - c. Bid Bond
 - d. Qualification of Bidders Statement
 - e. Non-Collusion Affidavit of Prime Bidder
 - f. Certified / Signed Non-Discrimination and Equal Opportunity Clause
 - g. Disadvantaged Business Enterprise Requirements
 - Attachment 1: DBE Participation for Federal Projects
 - Attachment 2: DCNR Monthly DBE Status Statement
 - Attachment 3: DBE Commercially Useful Function Report
 - h. Prime Contractor Disadvantaged Business Enterprise (DBE) Compliance Statement
 - i. State Prevailing Wage Project Rates
4. The undersigned represents that he is in receipt of the following number of Addenda (if no Addenda have been issued, insert the work "none" in the following space): _____

Unit Price Sheet / Bid Cost Schedule

SAMPLE

D&L Rail Trail - Wilkes-Barre Mountain Section Phase I Installation / Construction

Contractor Company Name:

Signature of Company Representative / Owner:

Note: Unit Prices shall reflect the cost to Furnish and Install that respective item

BID COST SCHEDULE FOR TRAIL CONSTRUCTION					
ITEM NO.	MATERIAL DESCRIPTION	COST BASIS	QUANTITY	UNIT PRICE	TOTAL COST
1	EXCAVATION AND GRADING	CY	220		
2	CLEARING AND GRUBBING / TREE REMOVAL	LS	1		
3	GEOTEXTILE	SY	27		
4	SUBBASE 4" DEPTH (NO. 2A)	SY	4		
5	SUBBASE 9" DEPTH (NO. 2A)	SY	3		
6	SUBBASE 6" DEPTH (NO. 2A MODIFIED)	SY	400		
7	CRUSHED STONE AGGREGATE TRAIL SURFACE, 4" DEPTH	SY	370		
8	SUPERPAVE ASPHALT WEARING COURSE, 2" DEPTH	SY	80		
9	SUPERPAVE ASPHALT BINDER COURSE, 3" DEPTH	SY	3		
10	SUPERPAVE ASPHALT BASE COURSE, 3" DEPTH	SY	77		
11	SUPERPAVE ASPHALT BASE COURSE, 9" DEPTH	SY	3		
12	BITUMINOUS TACK COAT	SY	80		
13	SAWING AND SEALING OF BITUMINOUS OVERLAYS	LF	20		
14	21" HDPEP PIPE	LF	210		
15	TYPE D/W ENDWALL / HEADWALL	EACH	1		
16	TYPE M CONCRETE TOP UNIT AND GRATE	SET	2		

SAMPLE

17	STANDARD INLET BOX, HEIGHT </= 10'	EACH	2		
18	CEMENT CONCRETE SIDEWALK, 6" DEPTH	SY	4		
19	POLYMER COMPOSITE DETECTABLE WARNING SURFACE	SF	12		
20	TOPSOIL	CY	25		
21	SEEDING AND SOIL SUPPLEMENTS - FORMULA C	LB	3		
22	SEEDING - FORMULA E	LB	5		
23	SEEDING AND SOIL SUPPLEMENTS - FORMULA L	LB	7		
24	SEEDING AND SOIL SUPPLEMENTS - FORMULA W	LB	1		
25	ROCK, CLASS R-4	SY	32		
26	WOOD FENCE (TYPICAL)	LF	720		
27	WHEEL STOPS	EACH	6		
28	BOULDERS	LF	17		
29	SIGNAGE				
A	SMALL TRAIL KIOSK	EACH	1		
B	DCNR PROJECT SIGN	EACH	1		
30	EROSION AND SEDIMENT POLLUTIONS CONTROL MEASURES				
A	12" DIAMETER FILTER SOCK	LF	408		
B	ROCK CONSTRUCTION ENTRANCE	EACH	1		
C	ROCK FILTER	EACH	1		
D	EROSION CONTROL BLANKET	SY	95		
TOTAL					

- Note: 1) The Owner has the right to remove materials and labor associated with any line item.
 2) The Owner has the right to add additional item quantities (listed above) to the project at the unit cost identified by the Contractor

Bid Bond

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned _____ as PRINCIPAL, and

_____ as SURETY are held and firmly bound unto North Branch Land Trust hereinafter called the "Owner", in the penal sum of _____ Dollars (\$_____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompany bid, dated _____, 20____, for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, with ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or in the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

Individual or Partnership Principals

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)

_____ (SEAL)

CORPORATE PRINCIPAL

ATTEST:

_____ (SEAL)

SURETY

ATTEST:

_____ (SEAL)

Countersigned:

By: _____

Attorney-in-Fact,
State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that

_____, who signed the said bond on behalf of the Principal was then _____ of said Corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of his governing body.

Title: _____

(CORPORATE SEAL)

Qualification of Bidders Statement

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 any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit Available: \$ _____
15. Give bank reference: _____
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested in verification of the recitals comprising this Qualification of Bidders Statement.

Dated on this the _____ day of _____, 20 ____.

By: _____

Title: _____

State of _____)

County of _____)

_____ being duly sworn deposes and says that he
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 the _____ day of _____, 20 ____.

Notary Public

My commission expires _____, 20 ____.

Non-Collusion Affidavit of Prime Bidder

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____
(owner, partner, officer, representative or agent)
of the Bidder that has submitted the attached Bid;

(2) He is 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 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 of the Bid prices or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner 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 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-Discrimination/Sexual Harassment Clause

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

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6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
 7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
 8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(Signed) _____

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20_____.

(Title)

My commission expires _____

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

**PA Recreational Trails Program
Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE)
Cover Sheet**

All contractors are **required** to make a Good Faith Effort to provide the opportunity for Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) firms to participate in the performance of this construction contract. A specific participation goal has not been set for this project. Firms must be listed on at least one of these websites:

1. <https://www.dotsbe.pa.gov/PAUCPWeb/paucp/viewHome.do>
2. <https://www.dotsbe.pa.gov/SBEWeb/sbe/viewHome.do>

Bidders should use the following documents to comply with this requirement:

1. **Prime Contractor Compliance Statement** – Required to be submitted with bid
2. **Appendix A to Part 26—Guidance Concerning Good Faith Efforts** – For reference
3. **Exhibit A; DCNR Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Requirements for the Recreational Trails Program** – For reference
4. **DBE Supportive Services Center Brochure** – Bidders can contact the Center to assist with making a Good Faith Effort.
5. **Biannual Status Report** – Successful bidder will be required to submit this form throughout the course of the project.
6. **DBE Participation for Federal Projects (EO-380)** – Required to be submitted with the bid only if the bidder has secured a DBE/SBE firm.

**PA Recreational Trails Program
Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE)
Prime Contractor Compliance Statement**

Contractor Name: _____

Contractor Owner/Authorized Officer Name: _____

DCNR Grant Recipient Name: _____

DCNR Grant Project Number: _____

Date(s) of Initial DBE Solicitation: _____ Date(s) of Follow-up DBE Solicitation: _____

Date(s) of DBE Search(es): _____ Counties Searched: _____

Solicited By: Email Phone Fax

Please submit ALL of the following items, along with this form, with your bid or quote:

1. Copies of all documentation that supports the direct search for and solicitation of potential participation of DBE/SBE contractors in the competitive process. This includes documentation related to web searches, contact correspondence, and contact logs.
2. Copies of any quotes received from DBE/SBE contractors in response to solicitation efforts are attached.
3. A signed DBE/SBE Participation for Federal Projects form (EO-380), if a DBE /SBE firm is secured.

As the Owner/Authorized Officer for the above named company, I certify that good faith efforts have been performed in conformance with DBE/SBE regulations 49 CFR (Part 26). All good faith efforts have been properly documented as outlined in the Disadvantaged Business Enterprise Requirements. All documentation has been supplied to the above named DCNR Grant Recipient and will be retained in accordance with applicable record retention requirements under the financial assistance agreement for the above referenced project. I understand that such documentation is subject to an audit review by the Pennsylvania Department of Conservation & Natural Resources and/or the Pennsylvania Department of Transportation to further ensure compliance. I understand that I must comply with additional contract administrative requirements related to DBE/SBE regulations 49 CFR (Part 26).

Signature of Contractor Owner/Authorized Officer: _____

Printed Name of Contractor Owner/Authorized Officer: _____

Date: _____

Appendix A to Part 26—Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (*i.e.* , obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or

associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

EXHIBIT A
DCNR DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS
ENTEPRISE (SBE) REQUIREMENTS FOR THE RECREATIONAL TRAILS
PROGRAM

1. DBE

Include the following provisions (Paragraphs a through d) in every contract, so that such provisions will be binding not only upon the grantee, but upon any contractor, supplier, service provider and trucking firm performing work towards the grant.

- (a) **Policy for Federally-Funded Projects.** It is the policy of the U.S. Department of Transportation (DOT) and the Department that DBEs, as defined in 49 CFR Part 26, as amended, (Part 26) and this specification, be given the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of Part 26, as amended, apply to this contract.
- (b) **DBE Obligation.** Take all necessary and reasonable steps to ensure that all DBEs have the opportunity to compete for and perform contracts. The grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.
- (c) **Failure to Comply with DBE Requirements.** Failure by the grantee to carry out these requirements is a material breach of this contract, which may result in termination of this grant agreement or such other remedy as the Department deems appropriate, which may include, but is not limited to:
 - a. Withholding progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the contractor from future bidding as non-responsible.
- (d) **Small Business Enterprise (SBE) Participation.** Recruitment and utilization of certified SBEs is in addition to all other equal opportunity requirements of the contract. There is no SBE goal.

2. DEFINITIONS

The following definitions apply for terms used in this specification:

- (a) **Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
 - 1. An entity certified by the Pennsylvania Unified Certification Program (PAUCP) as listed on www.paucp.com.
 - 2. That meets the ownership and control requirements of the DBE certification program.
 - 3. That meets the Personal Net Worth requirements of the DBE certification program.
- (b) **Small Business Enterprise (SBE).** A for-profit small business concern:
 - 1. An entity certified by the Pennsylvania Department of Transportation (PennDOT) as listed on www.dotsbe.pa.gov.
 - 2. That meets the ownership and control requirements of the Small Business Element (SBE) certification program.
 - 3. That meets the Personal Net Worth requirements of the SBE certification program.

(c) **Commercially Useful Function.** A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable), and paying for the material itself.

(d) **Supplier.** A manufacturer, regular dealer, or transaction expeditor/broker.

1. **Manufacturer.** A DBE/SBE that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. **Regular Dealer.** A DBE/SBE that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Whether a DBE/SBE firm meets the criteria for being treated as a regular dealer is a contract-by-contract determination to be made by the Department.
3. **Transaction Expeditor/Broker.** A DBE/SBE packager, broker, manufacturers' representatives, or other persons who arrange or expedite transactions and who arrange for material drop-shipments.

3. COUNTING DBE PARTICIPATION

Although no DBE goal is established for this project, the grantee is still encouraged to involve DBEs in the required work and to submit documentation of any such involvement in the project. Recruitment and utilization of certified DBEs is in addition to all other equal opportunity requirements of the contract.

(a) Construction.

1. **Prime Contractor.** A DBE prime contractor will receive credit for all work performed with its own forces. The Department strongly encourages DBE prime contractors to make additional outreach efforts to solicit DBEs to perform subcontracting work on the project.
2. **Subcontractor.** When a DBE participates in a contract directly as a subcontractor or as a second-tier or lower-tier subcontractor, count only the value of the work actually performed by the DBE.

Count the entire amount of that portion of a construction contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the subcontract, including supplies purchased or equipment leased by the DBE.

When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count.

Count expenditures to a DBE contractor only if the DBE is performing a CUF on that contract.

(b) Materials and Supplies.

1. **DBE Manufacturer.** If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies.

2. **DBE Regular Dealer.** If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies. Note: There is no North American Industry Classification System (NAICS) code for regular dealer.
 3. **DBE Transaction Expeditor/Broker.** If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves.
- (c) **Service Providers.** Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance the contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
- (d) **Trucking Firms.** Count 100% of trucking costs using the following factors to determine what can be counted:
1. Count if the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 2. Count if the DBE owns and operates at least one fully licensed, insured, and operational truck used on the contract.
 3. Count the total value of the transportation services the DBE provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. If the DBE leases trucks from another DBE, count the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. If the DBE leases trucks from a non-DBE firm and the DBE operates these leased trucks (with its own forces), count the total value of the transportation services. If the DBE leases trucks from a non-DBE owner-operator, count only the fee or commission it paid as a result of the lease arrangement. Do not count the total value of the transportation services provided by the lessee (non-DBE owner-operator), since these services are not provided by a DBE.
 6. For purposes of this provision, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from being used for work for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE. A lease must explicitly state that the DBE leases trucks without operators when the counting of the total value of transportation services is desirable.
- (e) **Specialty Items.** In cases where specialty items and DBE involvement overlap, follow the requirements specified in Section 108.01(c).

4. COUNTING SBE PARTICIPATION

Although no SBE goal is established for this project, the grantee is still encouraged to involve SBEs in the required work and to submit documentation of any such involvement in the project. Recruitment and utilization of certified

SBEs is in addition to all other equal opportunity requirements of the contract. Count SBE participation the same as you would count DBE participation.

5. COMMERCIALY USEFUL FUNCTION

A Commercially Useful Function (CUF) analysis is required under 49 CFR §26.55 to ensure DBE participation is credited appropriately on federally-assisted transportation projects. A DBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

- (a) The grantee (or designee other than the prime contractor) will complete the Form EO-354, DBE Commercially Useful Function Report, (Attachment 1) for all DBEs performing work towards the grant. The CUF form must be completed within five (5) days of the DBE performing work on the project. If all questions on the CUF form are answered 'Yes', then no further action is required. However, a copy of the form must be kept with the project's files for auditing purposes and submitted to the Department with the final close-out information for the grant.
- (b) If any question on the CUF form is answered 'No' then the grantee (or designee other than the prime contractor) will immediately fax or e-mail the form to Department. The Department will fax or e-mail a copy of the form to the PennDOT's Bureau of Equal Opportunity (BEO) for further review and analysis. The analysis and subsequent determination of the CUF will be made by BEO. However, BEO may request additional information from DCNR to help with the investigation and analysis. BEO will also consult with Department staff prior to issuing its determinations on the CUF. The determination will be issued in writing and provided to all parties (the Department, the grantee, the prime contractor and the DBE firm being impacted). If the determination warrants a change in the DBE commitment the Department will be notified. The Department will work closely with PennDOT to make the necessary revisions.

6. RECORDS & REPORTING

The grantee is required to keep such records and submit such reports as are necessary to determine compliance with DBE Requirements.

- (a) **Records.** The records must be designed to indicate the following:
 - 1. The number of DBEs, SBEs, and non-DBE/SBE contractors, suppliers, truckers, and or/service providers and the type of work on services performed on or materials incorporated into the project;
 - 2. The progress and efforts made in seeking out DBE and SBE contractor organizations and individual DBEs and SBEs for work on the grant;
 - 3. Documentation of all communication to obtain the services of DBEs/SBEs on a project;
 - 4. The dollar amounts paid to DBEs/SBEs each month.
- (b) **Reports.** While no DBE or SBE goal has been established in connection with the grant, the grantee is required to submit documentation of DBE and SBE involvement should they perform work in support of the grant.
 - 1. The grantee must submit the Monthly DBE/SBE Status Report, EO-402 (Attachment 2. This Form should be completed each month once the grantee has issued a notice to proceed to the prime contractor. The report is to be completed by the prime contractor within five (5) business days following the end of each month. The grantee, upon receipt, should immediately review for completeness and forward to the Department.
 - 2. If no payments are made to DBE or SBE firms during a given month, the prime contractor must still submit a zero activity report to the grantee. The grantee must inform the Department, in writing, of

any situation in which payments are not made to DBE/SBE subcontractors, suppliers, service provider or consultant as required by the subcontract including reasons why.

3. While they need not be submitted to the Department monthly, the grantee must keep cancelled checks on file showing payment to DBE or SBE firms. This documentation must be provided for inspection and audit by the Department upon request.
4. Upon completion of a DBE's or SBE's work, the grantee must submit a certification of the total amount paid to the DBE or SBE. In the event the actual amount paid is less than the award amount, provide a complete explanation of the difference.

Maintain all such records and reports for a period of three (3) years following acceptance of final payment. Make these records available for inspection by the Department and FHWA.

ATTACHMENTS

Attachment 1 – DBE Commercially Useful Function Report – EO-354

Attachment 2 – Monthly DBE/SBE Status Report – EO-402

Bidders are required to make a Good Faith Effort to include DBE and SBE Firms in this project. To do so, bidders will need to search both the DBE and SBE websites listed on the DBE/SBE Cover Sheet to find subcontractors, suppliers, etc. **DO NOT USE the Pennsylvania Department of General Services website.**

Bidders are only required to search in the counties where the project is located. In this case, project location is in Luzerne County only. Prime contractors should reach out to all firms who show up in their search results (regardless of their office location) to see if those firms would like to provide a quote to you. Following up a second time is encouraged. If you get a quote or quotes from these firms, evaluate them. If you like the quote and want to use the firm, fill out the EO-380 form and have that firm sign it. Provide everything with your bid as requested in the DBE/SBE Compliance Form.

If you solicit all firms in your search results and none are interested or their quotes are not competitive, just provide your search results, proof of contact and any quotes you received, as noted in the DBE/SBE Contractor Compliance Statement.

If you need assistance, both websites have user manuals.

If you feel you need additional help, contact DBE Supportive Services,

<https://penndbe.prorankllc.com/>

Tell them you are “a firm looking for DBE & SBE participation.” Tell them you are bidding on a job that is “race neutral” and you are trying to complete your “Good Faith Effort.”

Instructions

DCNR – Recreational Trails Program Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Biannual Status Report

The purpose of the DBE/SBE Biannual Status Report is to verify the subcontracts and payments to DBE/SBE firms approved for participation on federally-funded Recreational Trails Program project. The report must be submitted the DCNR Project Manager in March and September throughout the life of a project.

1. Provide DCNR Grantee and Prime Contractor information as requested
2. Indicate the Reporting Period (April 1 – September 31 or October 1 – March 31) and the Assigned DBE Goal.
3. Original Contract Amount = Bid Amount
Current Contract Amount = Current Contract Amount including deletions and/or additional work
4. Name of each DBE/SBE contracted to perform work on the project
5. Indicate whether DBE/SBE is listed on the DBE Commitment Form (EO-380)
6. Dollar amount committed to DBE/SBE (from approved EO-380)
7. Date of Executed Subcontract, Purchase Order, etc.
8. Dollar Amount of Executed Subcontract, Purchase Order, etc.
9. Dollar Amount paid to DBE/SBE firms during the preceding 6 months for work performed under this contract.
10. Check Number(s) for payment(s) listed under (8) above
11. Total Dollar Amount Paid to Date to DBE/SBE firms
12. Signature of an official certifying that the information is accurate and true concerning subcontracts and amount paid to DBE/SBE firms are in accordance with the contractual obligations
13. This item will be completed by grantee official (or designee other than the prime contractor).

Note: DCNR is to be notified immediately if scheduled payments are not made to DBE firms. Cancelled checks reflecting payment for items of work performed under this contract and/or supporting documentation shall be on file for inspection or audit, as required, by DCNR and/or appropriate state and/or federal officials.

**DCNR – Recreational Trails Program
Biannual DBE/SBE Status Report**

SAMPLE

DCNR Grantee Name:				Reporting Period:		Original Contract Amount:		
DCNR Grant Number: BRC-PRT-				Assigned DBE Goal: %		\$		
Prime Contractor Name:						Current Contract Amount:		
Prime Contract Number:						\$		
DBE/SBE Firm Name	DBE or SBE	Listed On EO-380 (Y/N)	Committed Amount on EO-380	Date of Executed Subcontract	Amount of Executed Subcontract	Amount Paid This Period	Check #	Total Amount Paid to Date
			\$		\$	\$		\$
			\$		\$	\$		\$
			\$		\$	\$		\$
			\$		\$	\$		\$
			\$		\$	\$		\$
I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.						_____ Reviewed by Grantee - Signature		
						_____ Date		
_____ Company Official's Signature		_____ Date	_____ Telephone Number			_____ Date		



DBE PARTICIPATION FOR FEDERAL PROJECTS

Page ___ of ___

Original () or Revision # _____

Letting Date/BID Date: _____
(mm/dd/yyyy)

Date: _____ Project Owner: _____

CONTRACT NUMBER	PROJECT	FEDERAL NUMBER	COUNTY	DBE GOAL
BID AMOUNT	PRIME CONTRACTOR			
CONTACT PERSON			PHONE NUMBER	

COMPLETE THIS SECTION FOR DBE FIRM

DBE FIRM	DBE CERTIFICATE NUMBER
CONTACT PERSON	PHONE NUMBER

TOTAL AGREEMENT \$ _____ MOBILIZATION \$ _____
(Include Mobilization)

CREDIT @ 60% \$ _____
(Regular Dealer Only)

STARTING DATE: _____ COMPLETION DATE: _____
(mm/dd/yyyy) (mm/dd/yyyy)

CHECK THE APPROPRIATE BLOCK:

<input type="checkbox"/> SUBCONTRACTOR	<input type="checkbox"/> REGULAR DEALER	<input type="checkbox"/> SERVICE
<input type="checkbox"/> MANUFACTURER	<input type="checkbox"/> CONSULTANT	<input type="checkbox"/> OTHER _____

-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

Identify the North American Industrial Classification System Code(s) that correspond(s) to the work to be performed by the DBE firm.
NAICS Code: _____

Description of work for all item numbers; including partial items: _____

I am a DBE certified by the Pennsylvania Unified Certification Program (PA UCP). I hereby certify that as a DBE, I quoted the above price and type of work.

Signature of DBE: _____ Date: _____
(Signature and Title of Company Official) (mm/dd/yyyy)

I hereby certify, on behalf of, and intending to bind, the Bidder, that the information contained herein is true and correct to the best of my knowledge, information and belief.

Signature of PRIME: _____ Date: _____
(Signature and Title of Company Official) (mm/dd/yyyy)

PENNDOT USE ONLY

Approved Conditional Approval (Prequalification only) Disapproved

Condition: _____
_____ By: _____ Date: _____



SAMPLE

DBE COMMERCIALY USEFUL FUNCTION REPORT (for Federally Funded Projects Only)

ECMS Project Number	District	SR	Sec.
Prime Contractor:			
DBE Firm:		Date DBE began work	
Date CUF Review Conducted by District		Review type: <input type="checkbox"/> Initial <input type="checkbox"/> Follow-up	
Work type (e.g., Earthwork –Clearing and Grubbing)			

****Please note that not all questions apply to all work items. If the question is not applicable simply check 'N/A.'**

- | | YES | NO | N/A |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
| 1. Was the DBE firm that performed the work the same firm originally committed to in ECMS for this work item? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, briefly explain _____ | | | |
| 2. Were materials drop shipped? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, briefly explain _____ | | | |
| 3. Were materials delivered after hours? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, briefly explain _____ | | | |
| 4. If materials shipped to the project site by a third party, was lease agreement provided? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, briefly explain _____ | | | |
| 5. Did the DBE provide necessary paperwork (e.g., certifications, delivery tickets, permits, etc.) as required? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, briefly explain _____ | | | |
| 6. Did the DBE have a superintendent or other representative assigned to the project who was responsible for ensuring effective control of the work? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, briefly explain _____ | | | |
| 7. Did you observe the DBE firm using any equipment or tools that appeared to be the property of another company (e.g., magnetic signs, stamps, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, briefly explain _____ | | | |
| 8. Was the DBE's work suspended, in whole or in part, because the firm failed to comply with specifications or with the provisions of the contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, briefly explain _____ | | | |
| 9. Did the DBEs employees appear to be knowledgeable of the necessary construction methods related to this item of work? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, briefly explain _____ | | | |
| 10. Is the DBE self-performing work without assistance from the prime or another subcontractor? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If no, briefly explain _____ | | | |

11. Based on your observations, did the DBE demonstrate that it was responsible for execution of the work of the contract and carried out its responsibilities by actually performing, managing, and supervising the work involved?

If no, explain in 'Comments' below:

COMMENTS (As appropriate, explain any steps taken to resolve any issue(s) identified above at the project level. Also, indicate whether resolution was achieved.)

*(IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH A SEPARATE SHEET)

Inspector-in-Charge Only

Print Name

Phone Number

Date

1. Did any work committed to the DBE get eliminated and if so, were appropriate adjustments made to the commitment in ECMS?

YES NO N/A

If no, briefly explain _____

2. If this DBE firm was a replacement, was the required documentation received?

If no, briefly explain _____

3. If a shortfall exists, describe any steps taken to avoid or minimize it.

Briefly explain _____

4. Based on your review of the above information, did the DBE demonstrate that it was responsible for execution of the work of the contract and carried out its responsibilities by actually performing, managing, and supervising the work involved?

If no, explain in 'Comments' below:

COMMENTS

ACE (or designee) Only

Print Name

Phone Number

Date

BEO Only

Based on our review of this CUF Report:

Concur Do not concur

Comment: _____

Signature

Date

Print Name

Phone Number

GUIDANCE FOR COMPLETING THE CUF FORM

The guidance below is included to assist you in identifying situations that may indicate that a Disadvantaged Business Enterprise (DBE) is not performing a Commercially Useful Function (CUF) as required under Section 26.55 of Title 49 Code of Federal Regulations Part 26 (Part 26). Federal DBE regulations provide that a DBE is performing a CUF when it is responsible for execution of the work it committed to perform under a contract with the prime and is, in fact, carrying out its contractual responsibilities by performing, managing, and supervising the work. CUF is evaluated under the portion of Part 26 that indicates when DBE participation can be counted towards the project goal (that section is included as an attachment to this document). If it is determined that a DBE is not performing a CUF on some or all of the work subcontracted to them, the prime contractor will lose DBE credit.

Things to remember:

Failure of a DBE to perform a CUF is significant. Please keep in mind the following:

1. A DBE firm's activity in relation to its contractual obligations does not end with the completion of one CUF form. Accordingly, it may be necessary to review a DBE's performance multiple times and file multiple CUF forms throughout the life of a project.
2. Complete a new CUF form at least once in a construction season, and anytime a DBE performs a new or different scope of work, or if there are issues identified with the DBE's performance. Also, complete a new CUF form every time a DBE performs a new or different item of work on the project, e.g., furnish and install to supply only. A CUF form must be completed for all DBEs performing on any federally funded highway project, regardless if they are being used to meet the DBE project goal.
3. A DBE firm's performance should be reviewed in light of what it is contractually obligated to do. It is important to be familiar with the work the DBE has contractually committed to do. The identification of "red flags" during a review may not mean that a CUF issue exist. Accordingly, it is important to document what you observe for further evaluation.

A CUF form must be completed either on paper or through the PPCC. If your project has not been placed in the PPCC, please continue to maintain the completed CUF form(s) in the project field office, while also remembering to email a copy of the form to BEO for approval. As stated above, complete a new CUF form at least once in a construction season, and anytime a DBE performs a new or different scope of work. This must be done regardless if the DBE is being used to meet the project goal or not. If all supporting documentation is not yet available, complete the CUF form to the fullest extent, indicating in the 'Comments Box' any items that are still needed for review.

Once a CUF form has been completed, continue to monitor the DBE firm to ensure that Commercially Useful Function requirements are being met during the life of the project. When in doubt, contact the Bureau of Equal Opportunity (BEO) at 717-787-5891 or 1-800-468-4201 or via the email resource account at: penndotcuf@pa.gov for additional guidance and/or assistance.

Red Flags

The following are examples of some of the more common red flag occurrences:

PERFORMANCE

- Employee(s) working for both the Prime and the DBE. (Note: This could be the result of union agreements and therefore must be examined closely.)
- Equipment used by DBE belongs to the Prime Contractor
- Equipment signs and markings cover another contractor's identity, with no formal lease agreement
- Equipment used by DBE belongs to another contractor with no formal lease agreement
- Equipment has another contractor's name on it
- All or a portion of the DBE's work is being done by the Prime Contractor or jointly with another contractor

RECORDS/DOCUMENTS

- Certified payrolls
- Equipment ownership, rental, or lease documents (recommend District require copy along with subcontract submittal)
- Subcontract Agreement or Purchase Order

HAULING FIRMS

RED FLAGS

- Trucks used by DBE belong to the Prime Contractor.
- Trucks used by DBE belong to another contractor with no formal lease agreement
- Truck signs and markings conceal another contractor's identity
- Trucks have another contractor's name on them
- Operator(s) working for both the Prime and DBE
- Use of operator(s) for leased trucks is not specified in the lease agreement and operator(s) is not an/are not employee(s) of the DBE
- Haul tickets and/or bills of lading have a firm other than the DBE listed

RECORDS/DOCUMENTS

- Certified payrolls
- Truck ownership/vehicle registration, purchase orders, rental, or lease documents (recommend District require copy along with subcontract submittal)

MATERIAL SUPPLIERS OR MANUFACTURERS/FABRICATORS

RED FLAGS

- Invoices do not indicate that DBE is the customer
- A Prime Contractor's employee is listed as the contact person on invoices
- Materials are ordered, billed to, and/or paid, by the Prime Contractor
- Drop shipped materials are addressed to the Prime Contractor
- Materials for DBE credited work are delivered by the Prime Contractor
- Evidence that the DBE supplier is not actually supplying material
- Evidence that the DBE manufacturer is not actually manufacturing material
- Two Party checks or joint checks sent by the Prime to the supplier or manufacturer
- DBE owner or superintendent does not come to project site to verify the adequacy of drop shipped materials (quality and quantity)

RECORDS/DOCUMENTS

- Invoices/Purchase Orders
- Copies of cancelled checks, electronic bill transfers, bank statements, credit card statement, etc.
- Bills of Lading

SUPERVISION

RED FLAGS

- Prime Contractor or another subcontractor is completely supervising or directing the DBE's work
- The DBE's employees are being supervised or otherwise receiving a large amount of direction on the performance of their work from Prime Contractor or another subcontractor
- The DBE provides little or no supervision of work
- The DBE supervisor is not a full-time employee of the DBE

RECORDS/DOCUMENTS

- Document communication with DBE owner or Superintendent (recommend note in field inspector's diary/PSA)
- Certified Payrolls
- Photos

DBE REGULATIONS REGARDING COMMERCIALLY USEFUL FUNCTION (CUF)

49 Code of Federal Regulations Part 26 Section 55 as edited for conformity with Pennsylvania Department of Transportation requirements

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.
- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c) (3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- (5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- (5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement
- (6) For purposes above, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

DCNR Administrative Policy/Grant Guidelines
For the PA Recreational Trails Federal Funding Program

Appendix D

Buy America Program Provisions (23 CFR 635.410)

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway **construction** project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron **materials**, or (ii) if steel or iron **materials** are to be used, all manufacturing processes, including application of a coating, for these **materials** must occur in the United States. Coating includes all processes which protect or enhance the value of the **material** to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic **materials** and products, including steel and iron **materials**, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron **materials** which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron **materials** which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron **materials**, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron **materials** unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron **materials** by more than 25 percent.

(4) When steel and iron **materials** are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron **materials**, if the cost of such **materials** used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)

(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron **materials**/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the [FHWA Division Administrator](#). A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain [materials](#) or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in [paragraph \(c\)\(1\)](#) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[[48 FR 53104](#), Nov. 25, 1983, as amended at [49 FR 18821](#), May 3, 1984; [58 FR 38975](#), July 21, 1993]

**BUY AMERICA COMPLIANCE STATEMENT
PA DEPT. OF CONSERVATION AND NATURAL RESOURCES
BUREAU OF RECREATION AND CONSERVATION
RECREATIONAL TRAILS PROGRAM**

Instructions

Bidder to complete the Buy America Compliance Statement below. This signed statement **MUST BE** submitted with the bidder's bid response.

Compliance Statement for procurement of steel, iron or manufactured products.

Compliance Statement for 23 CFR 635.410

The bidder or offeror hereby certifies that it has read and **will meet** the requirements of 23 CFR 635.410 and any amendments thereto.

Signature _____

Company Name _____

Title _____

Date _____

DCNR Administrative Policy/Grant Guidelines
For the PA Recreational Trails Federal Funding Program

Appendix E

Public Works Employment Verification Form
and language which must be included in all bids

PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

The Public Works Employment Verification Act, 43 P.S. §§167.1-167.11, became effective on January 1, 2013. As a bidder on a public works contract, you are required to comply with Section 4 of the Act by submitting the Public Works Employment Verification Form as a condition to being awarded the contract. By completing the Form, you affirm that you have utilized the Federal E-Verify program to verify the employment eligibility of all new employees hired post January 1, 2013, and that you will continue to comply with the provisions of the Act for all new hires throughout the duration of the Contract. The Public Works Employment Verification Form and a link to the U.S. Department of Homeland Security's Employment Verification web site can be found on the Department of General Services' Construction and Public Works web page at www.dgs.state.pa.us .

During construction, the prime contractor is required to collect Verification Forms from subcontractors of every level. The completed Verification Forms from subcontractors will be forwarded to the agency that awarded the construction contract. A subcontractor is defined as: (i) A person, other than a natural person, including a staffing agency, that performs work for a public works contractor under a contract for public works; (ii) The term includes subcontractors of every level, that is, sub-subcontractors, sub-sub-subcontractors, and the like; (iii) The term does **not** include persons that supply materials for a project.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Check One:

- Contractor
- Subcontractor

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

Date Enrolled in E-Verify: _____

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

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

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

Authorized Representative Signature

Date of Signature

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

Project Name:	D&L Rail-Trail - Wilkes-Barre Mountain Section
Awarding Agency:	North Branch Land Trust
Contract Award Date:	7/1/2020
Serial Number:	20-01193
Project Classification:	Highway
Determination Date:	2/12/2020
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Luzerne County

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

Project: 20-01193 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	7/1/2016		\$32.48	\$18.52	\$51.00
Asbestos & Insulation Workers	7/1/2018		\$32.83	\$19.17	\$52.00
Asbestos & Insulation Workers	7/1/2019		\$34.48	\$20.52	\$55.00
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$33.82	\$16.56	\$50.38
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$34.44	\$16.74	\$51.18
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$35.15	\$16.93	\$52.08
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2020		\$35.94	\$17.14	\$53.08
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$36.82	\$17.36	\$54.18
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2017		\$28.88	\$16.78	\$45.66
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$29.53	\$17.43	\$46.96
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2019		\$30.18	\$17.93	\$48.11
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	5/1/2020		\$30.88	\$18.43	\$49.31
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Cement Masons	5/1/2019		\$34.08	\$13.00	\$47.08
Drywall Finisher	5/1/2017		\$27.81	\$18.17	\$45.98
Drywall Finisher	5/1/2019		\$28.61	\$20.04	\$48.65
Electricians	6/1/2017		\$34.36	\$19.85	\$54.21
Electricians	6/1/2018	5/31/2019	\$35.36	\$20.48	\$55.84
Electricians	6/1/2019		\$36.36	\$21.16	\$57.52
Electricians	6/1/2020		\$37.36	\$21.89	\$59.25
Elevator Constructor	1/1/2016		\$45.04	\$30.28	\$75.32
Elevator Constructor	1/1/2018		\$47.48	\$33.00	\$80.48
Glazier	5/1/2016		\$29.02	\$15.51	\$44.53
Glazier	5/1/2019	4/30/2020	\$29.57	\$17.36	\$46.93
Glazier	5/1/2020	4/30/2021	\$29.57	\$18.36	\$47.93
Glazier	5/1/2021		\$29.57	\$19.36	\$48.93
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$32.32	\$28.42	\$60.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$33.07	\$28.42	\$61.49

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

Project: 20-01193 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Laborers (Class 01 - See notes)	5/1/2017		\$21.02	\$16.88	\$37.90
Laborers (Class 01 - See notes)	5/1/2018		\$21.32	\$17.63	\$38.95
Laborers (Class 01 - See notes)	5/1/2019		\$21.67	\$18.33	\$40.00
Laborers (Class 01 - See notes)	5/1/2020		\$22.02	\$19.03	\$41.05
Laborers (Class 02 - See notes)	5/1/2017		\$23.02	\$16.88	\$39.90
Laborers (Class 02 - See notes)	5/1/2018		\$23.32	\$17.63	\$40.95
Laborers (Class 02 - See notes)	5/1/2019		\$23.67	\$18.33	\$42.00
Laborers (Class 02 - See notes)	5/1/2020		\$24.02	\$19.03	\$43.05
Laborers (Class 03 - See notes)	5/1/2017		\$23.32	\$17.17	\$40.49
Laborers (Class 03 - See notes)	5/1/2018		\$23.67	\$17.92	\$41.59
Laborers (Class 03 - See notes)	5/1/2019		\$24.12	\$18.62	\$42.74
Laborers (Class 03 - See notes)	5/1/2020		\$24.02	\$19.32	\$43.34
Laborers (Class 04 - See notes)	5/1/2017		\$24.82	\$17.17	\$41.99
Laborers (Class 04 - See notes)	5/1/2018		\$25.17	\$17.92	\$43.09
Laborers (Class 04 - See notes)	5/1/2019		\$25.62	\$18.62	\$44.24
Laborers (Class 04 - See notes)	5/1/2020		\$25.72	\$19.32	\$45.04
Laborers (Class 05 - See notes)	5/1/2017		\$25.32	\$17.17	\$42.49
Laborers (Class 05 - See notes)	5/1/2018		\$25.67	\$17.92	\$43.59
Laborers (Class 05 - See notes)	5/1/2019		\$26.12	\$18.62	\$44.74
Laborers (Class 05 - See notes)	5/1/2020		\$25.72	\$19.32	\$45.04
Laborers (Class 06 - See notes)	5/1/2017		\$23.02	\$16.88	\$39.90
Laborers (Class 06 - See notes)	5/1/2018		\$23.32	\$17.63	\$40.95
Laborers (Class 06 - See notes)	5/1/2019		\$23.67	\$18.33	\$42.00
Laborers (Class 06 - See notes)	5/1/2020		\$24.47	\$19.03	\$43.50
Marble Mason	5/1/2017		\$31.03	\$15.10	\$46.13
Marble Mason	5/1/2018		\$31.85	\$15.28	\$47.13
Marble Mason	5/1/2019		\$32.66	\$15.47	\$48.13
Marble Mason	5/1/2020		\$33.45	\$15.68	\$49.13
Marble Mason	5/1/2021		\$34.23	\$15.90	\$50.13
Millwright	5/1/2017		\$33.79	\$18.16	\$51.95
Millwright	5/1/2018	4/30/2019	\$34.41	\$18.64	\$53.05
Millwright	5/1/2019	4/30/2020	\$35.30	\$18.90	\$54.20
Millwright	5/1/2020		\$36.04	\$19.31	\$55.35
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$36.78	\$27.03	\$63.81
Operators (Building, Class 01 - See Notes)	5/1/2020		\$38.32	\$27.49	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$39.87	\$27.94	\$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$39.03	\$27.69	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		\$40.57	\$28.15	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$42.12	\$28.60	\$70.72

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

Project: 20-01193 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45
Operators (Building, Class 02 - See Notes)	5/1/2019		\$36.50	\$26.94	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		\$38.05	\$27.39	\$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		\$39.59	\$27.85	\$67.44
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		\$38.75	\$27.61	\$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		\$40.30	\$28.06	\$68.36
Operators (Building, Class 02A - See Notes)	5/1/2021		\$41.84	\$28.52	\$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23	\$23.68	\$55.91
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		\$33.78	\$26.13	\$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		\$35.32	\$26.59	\$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		\$36.87	\$27.04	\$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33	\$22.12	\$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63	\$23.80	\$56.43
Operators (Building, Class 04 - See Notes)	5/1/2019		\$32.63	\$25.81	\$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		\$34.18	\$26.26	\$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		\$35.72	\$26.72	\$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.87	\$21.99	\$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		\$32.19	\$25.67	\$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		\$33.73	\$26.13	\$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		\$35.27	\$26.59	\$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		\$31.31	\$25.41	\$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		\$32.86	\$25.86	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$34.40	\$26.32	\$60.72
Operators (Building, Class 07A- See Notes)	5/1/2017		\$42.44	\$28.13	\$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		\$44.29	\$28.68	\$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		\$44.60	\$30.77	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		\$46.46	\$31.31	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		\$48.31	\$31.86	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		\$42.09	\$28.03	\$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		\$43.95	\$28.58	\$72.53
Operators (Building, Class 07B- See Notes)	5/1/2019		\$44.26	\$30.66	\$74.92
Operators (Building, Class 07B- See Notes)	5/1/2020		\$46.11	\$31.21	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		\$47.96	\$31.77	\$79.73
Painters Class 1 (see notes)	5/1/2017		\$27.25	\$18.17	\$45.42
Painters Class 1 (see notes)	5/1/2019		\$28.05	\$20.04	\$48.09
Painters Class 2 (see notes)	5/1/2017		\$30.15	\$18.17	\$48.32
Painters Class 2 (see notes)	5/1/2019		\$30.95	\$20.04	\$50.99

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

Project: 20-01193 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers	6/1/2016		\$32.94	\$10.92	\$43.86
Plasterers	5/1/2019		\$34.66	\$12.50	\$47.16
Plumbers and Steamfitters	6/1/2017		\$41.24	\$20.77	\$62.01
Plumbers and Steamfitters	6/1/2018		\$42.64	\$20.77	\$63.41
Plumbers and Steamfitters	6/1/2019		\$43.54	\$21.27	\$64.81
Roofers	6/1/2017		\$27.50	\$19.08	\$46.58
Roofers	5/1/2019		\$29.50	\$19.81	\$49.31
Sheet Metal Workers	5/1/2017		\$30.61	\$22.95	\$53.56
Sheet Metal Workers	5/1/2018		\$30.63	\$23.73	\$54.36
Sheet Metal Workers	5/1/2019		\$30.79	\$25.07	\$55.86
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$28.12	\$14.60	\$42.72
Tile & Marble Finisher	5/1/2018		\$28.94	\$14.78	\$43.72
Tile & Marble Finisher	5/1/2019		\$29.30	\$15.42	\$44.72
Tile & Marble Finisher	5/1/2020		\$30.54	\$15.18	\$45.72
Tile & Marble Finisher	5/1/2021		\$31.32	\$15.40	\$46.72
Tile Setter	5/1/2017		\$31.03	\$15.10	\$46.13
Tile Setter	5/1/2018		\$31.85	\$15.28	\$47.13
Tile Setter	5/1/2019		\$32.66	\$15.47	\$48.13
Tile Setter	5/1/2020		\$33.45	\$15.68	\$49.13
Tile Setter	5/1/2021		\$34.23	\$15.90	\$50.13
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19

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

Project: 20-01193 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 20-01193 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter and Piledriver	5/1/2018	4/30/2019	\$30.75	\$15.96	\$46.71
Carpenter and Piledriver	5/1/2019	4/30/2020	\$31.51	\$16.55	\$48.06
Carpenter and Piledriver	5/1/2020	4/30/2021	\$32.22	\$17.19	\$49.41
Carpenter and Piledriver	5/1/2021		\$33.12	\$17.74	\$50.86
Carpenters	5/1/2016		\$29.67	\$14.54	\$44.21
Carpenters	5/1/2017		\$30.12	\$15.34	\$45.46
Cement Finishers	6/1/2016		\$32.43	\$11.35	\$43.78
Electric Lineman	1/1/2018		\$55.43	\$22.48	\$77.91
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$32.32	\$28.42	\$60.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$33.07	\$28.42	\$61.49
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers	7/1/2016		\$29.42	\$28.78	\$58.20
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47

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

Project: 20-01193 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2019		\$37.60	\$27.27	\$64.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2021		\$32.77	\$25.84	\$58.61
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36

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

Project: 20-01193 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.76
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$42.89	\$30.27	\$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$44.74	\$30.82	\$75.56
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$46.59	\$31.37	\$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$42.54	\$30.17	\$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$44.39	\$30.72	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$46.25	\$31.26	\$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$34.47	\$26.33	\$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		\$37.56	\$25.24	\$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		\$39.10	\$25.70	\$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$36.72	\$27.01	\$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		\$39.81	\$25.92	\$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.30	\$23.98	\$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		\$32.59	\$25.79	\$58.38
Operators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		\$30.60	\$23.20	\$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		\$32.14	\$25.66	\$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	\$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$23.06	\$53.14
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$31.63	\$25.51	\$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26	\$24.87	\$61.13

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

Project: 20-01193 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$34.71	\$26.39	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$37.79	\$25.30	\$63.09
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		\$35.42	\$24.59	\$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		\$36.96	\$25.05	\$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$36.96	\$27.05	\$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		\$40.04	\$25.97	\$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		\$41.58	\$26.43	\$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$41.82	\$29.95	\$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$40.41	\$29.53	\$69.94
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Painters Class 3 (see notes)	5/1/2019		\$37.05	\$20.04	\$57.09
Pile Driver Divers (Building, Heavy, Highway)	1/1/2017		\$49.13	\$17.95	\$67.08
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	5/1/2018		\$30.75	\$15.96	\$46.71
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	5/1/2019		\$31.51	\$16.55	\$48.06
Piledrivers	5/1/2020		\$32.22	\$17.19	\$49.41
Piledrivers	5/1/2021		\$33.12	\$17.74	\$50.86
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19

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

Project: 20-01193 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68

5. Contract Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the North Branch Land Trust, hereinafter called the "OWNER", and _____, his, her or their heirs, executors or administrators and assigns, party of the Second Part, hereinafter called the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations stated herein, mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK: The CONTRACTOR shall furnish and pay for all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including water, heat, utility and transportation services, and other facilities and services necessary to perform and complete all work required for the Construction of the improvements embraced in the Plans and Specifications; namely, D&L Rail Trail – Wilkes-Barre Mountain Section Installation / Construction, hereinafter called the "PROJECT" and other work incidental thereto, all in strict accordance with the Contract Documents as prepared by BCM Engineers, the **Landscape Architect**. The CONTRACTOR shall not employ on the PROJECT any unfit person or anyone not skilled in the task assigned to him. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the PROJECT and shall take all reasonable precautions for the safety of all employees or subcontractors on the PROJECT, and all material, equipment, and other property at the project site or adjacent thereto.

ARTICLE 2. THE CONTRACT PRICE: The OWNER will pay the CONTRACTOR for the performance of the Contract in current funds for the total quantities of work performed at the unit prices stipulated in the Bid for the several respective items of work completed, subject to additions and deductions as provided in the Changes in Work section of the General Conditions Part I. The Total Contract Price shall be _____ **Dollars (\$ _____)**.

ARTICLE 3. INSURANCE:

A. The CONTRACTOR must carry Workers Compensation Insurance naming the OWNER as an additional insured, and shall provide the OWNER with a Workers Compensation Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion; should the policy expire, a copy of the new insurance certificate will be forwarded to the OWNER as soon as it is received.

B. The CONTRACTOR must carry Public Liability Insurance, including insurance against claims for personal injury and property damage in the sum of not less than One Million Dollars (\$1,000,000.00), naming the OWNER as an additional insured, and shall provide the OWNER with a Public Liability Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion; should the policy expire, a copy of the new insurance certificate will be forwarded to the OWNER as soon as it is received.

C. The Contractor must carry Builders Risk/All Risk Insurance, in an amount not less than 100% of the contract price, naming the OWNER as an additional insured, and shall provide the OWNER with a Builders Risk/All Risk Insurance Certificate evidencing that the policy is in force. The policy must remain in force until project completion; should the policy expire, a copy of the new insurance certificate will be forwarded to the OWNER as soon as it is received.

ARTICLE 4. BONDS:

A. The CONTRACTOR must provide a Performance Bond at One Hundred Percent (100%) of the Contract Amount, conditioned upon the fee for performance of the Contract, in accordance with this Agreement. Said bond shall be solely for the protection of the OWNER, who has awarded this Contract.

B. The CONTRACTOR must provide a Labor and Material Payment Bond at One Hundred Percent (100%) of the Contract Amount. Said bond shall be solely for the protection of claimants supplying labor and materials to the CONTRACTOR to whom the Contract was awarded, or to any of his subcontractors in the performance of the work provided for in this Agreement, and shall be conditioned for prompt payment of all such material furnished or labor supplied or performed in the performance of the work. Labor and material shall include public utility services and reasonable rental of equipment, but only for the period when the equipment rental is actually used at the site of the work provided for in this Contract.

C. The CONTRACTOR must provide a Maintenance Bond at Ten Percent (10%) of the Contract Amount. Said bond shall be solely to guarantee the project free from defects caused by faulty workmanship and materials for a period of two (2) years, general wear and tear excepted.

ARTICLE 5. LIENS: The CONTRACTOR specifically waives any right to file or claim any mechanic's or materialmen's liens, and agrees to execute, simultaneously herewith, and cause to be filed in the records of the Clerk of Judicial Records of Luzerne County, a Stipulation Against Liens, which shall be binding upon the CONTRACTOR, CONTRACTOR'S supplier and any sub-contractors engaged by the CONTRACTOR.

ARTICLE 6. MBE/WBE REQUIREMENTS:

A. The CONTRACTOR must provide the OWNER with a report of MBE/WBE subcontracting activity on a quarterly or per project basis, whichever is sooner. The report shall reflect the names of and the total dollar amount paid to all MBE/WBE subcontractors (including suppliers) utilized under this contract.

B. MBE/WBE Subcontractors must provide the OWNER with a report reflecting the CONTRACTORS who have purchased their services and/or supplies on a quarterly basis. The report shall reflect the name of the CONTRACTOR and the total dollar amount invoiced and total dollar amount received for payment.

ARTICLE 7. CONTRACT: This Agreement and the following documents forms the Contract between the parties hereto and are as fully a part of the Contract as if hereto attached or herein repeated: this Executed Contract Agreement, Performance Bond, Labor and Material Payment Bond, Maintenance Bond, Addenda (if any), the Specification Book, the Invitation to Bid, the Instruction to Bidders, the General Conditions Part I: General Specifications, the General Conditions Part II: State Requirements, , the Special / Supplemental Conditions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), and all modifications to this Agreement issued subsequent thereto and all of the documents enumerated or referred to in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Four (4) original copies on the day and year first above written.

ATTEST:

CONTRACTOR

_____ **By:** _____

ATTEST:

OWNER

_____ **By:** _____

APPROVED AS TO FORM AND LEGALITY:

Solicitor

6.1 Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as principal, and _____

as sureties are held and firmly bound unto North Branch Land Trust, its certain attorney, successors, or assigns (hereinafter called the Obligee), in the full and just sum of

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

WHEREAS, said Principal has entered into a certain contract with the Obligee dated _____, 20 _____, (hereinafter called the Contract) for _____

which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, THEREFORE, the condition of this obligation is such, that if the principal shall faithfully perform the contract on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Obligee from any and all cost and damage which the said Obligee may suffer by reason of the principal's failure to do so, and shall fully reimburse and repay the said Obligee any and all outlay and expense shall be null and void, otherwise it shall remain in full force and virtue.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN FOUR (4) ORIGINAL COUNTERPARTS

THIS _____, 20 ____.

(Individual Principals sign here)

_____(SEAL)

In the presence of:

_____(SEAL)

_____(SEAL)

_____(SEAL)

(Corporate Principal sign here)

By _____

Attest:

(Surety sign here)

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

The total amount of premium charged is \$ _____.

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

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

6.2 Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as principal, and _____

as sureties are held and firmly bound unto North Branch Land Trust, its certain attorney, successors, or assigns (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____) lawful money of the United, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligee dated _____, 20 _____, (hereinafter called the Contract) for _____

which contract has been or is about to be completed and accepted. Said Principal agrees to furnish labor, materials, and equipment necessary to, in a complete and workmanlike manner, do said work within said contract or agreement in writing more fully set forth, said contract being fully incorporated herein by reference with the same force and effect as if fully copied herein.

AND WHEREAS, the said contract provided that the contractor shall give an additional bond conditioned for the prompt payment of all materials furnished and all labor supplied or performed in the prosecution of the work, whether or not the material or labor entered into and became a component part of the work or improvement contemplated, which said provisions of contract are herein by referenced with the same and full force and effect as if copied completely herein.

NOW, THEREFORE, that, if the Principal shall promptly pay or cause to be paid all sums of money which shall or may be due to any person, firm, partnership, association or corporation, who shall or may, whether a subcontractor or otherwise, furnish material or supplies or perform labor in the prosecution of the work provided for and contemplated

in said recited contract or agreement, whether or not the material, supplies or labor entered into and became a component part of the work or improvement contemplated, when this obligation to be void, otherwise to remain and to be in full force and virtue, in which every event and/or any such person, firm, partnership, association, and corporation who, whether as a subcontractor or otherwise, had furnished material or supplies or performed labor in the prosecution of the work above mentioned, and who has not been paid therefore may sue in assumption upon this obligation in the name of _____ or its successor, or assigns, for this, their or its use and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon; provided only, that said _____ will not be liable for the payment of any costs or expenses in any such suit.

SIGNED, SEALED AND DELIVERED IN FOUR (4) ORIGINAL COUNTERPARTS
THIS _____, 20 _____.

(Individual Principals sign here)

_____(SEAL)

In the presence of:

_____(SEAL)

_____(SEAL)

_____(SEAL)

(Corporate Principal sign here)

By _____

Attest:

(Surety sign here)

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

The total amount of premium charged is \$ _____.

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

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

6.3 Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as principal, and _____

as sureties are held and firmly bound unto North Branch Land Trust, its certain attorney, successors, or assigns (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____) lawful money of the United, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Obligee dated _____, 20 _____, (hereinafter called the Contract) for _____

which contract has been or is about to be completed and accepted.

AND WHEREAS, specifications and contract provided that _____ should guarantee the project free from defects caused by faulty workmanship and materials for a period of years, general wear and tear excepted.

NOW, THEREFORE, if the said project shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of two years, then this obligation shall be null and void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED IN FOUR (4) ORIGINAL COUNTERPARTS

THIS _____, 20 ____.

(Individual Principals sign here)

_____(SEAL)

In the presence of:

_____(SEAL)

_____(SEAL)

_____(SEAL)

(Corporate Principal sign here)

By _____

Attest:

(Surety sign here)

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

The total amount of premium charged is \$ _____.

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

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation neither Principal nor the Surety shall be discharged from liability on this bond, nor the bond surrendered, until such Principal files with the obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation subcontractor thereunder, or for which liability has accrued, but the time for payment has not arrived as required by the Act of June 10, 1947, P.L. 493, 8 P.S. Sec. 23, amended.

7. Stipulation Against Liens

IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY

vs.

WHEREAS, _____ is about to execute contemporaneously herewith a contract with _____ for the installation/construction of the D&L Rail Trail – Wilkes-Barre Mountain Section in Luzerne County, PA.

NOW THEREFORE, at the time of and immediately before execution of the principal contract, and before any authority has been given by the said Owners to the said Contractors to commence work on the said site, or purchase materials for the same in consideration of making of the said contract, with Owners, and the further consideration of One Dollar, to said Contractor paid by the Owners, it is agreed that no lien shall be filed against the site by the Contractor or any sub-contractor nor by any of the materialmen or workmen or any other person for any labor, or materials purchased, or extra labor or materials purchased for the erection of said site, the right to file such liens being expressly waived.

WITNESS, our hands and seals the day and year _____, 20____, aforesaid.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF :

BY _____
BY _____
BY _____

**Technical Specifications
for
D&L Rail Trail – Wilkes-Barre Mountain Section
Phase I (Station 165+00 to Station 316+19)
Installation / Construction**

**8.1 General Conditions:
General Specifications
Part I**

8.1.1 DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "**Contract**" means the contract executed by the Owner and the Contractor, of which these **General Conditions, Parts, I and II** form a part.
- b. The term "**Owner**" means the North Branch Land Trust which is authorized to undertake this Contract.
- c. The term "**Contractor**" means the person, firm, or corporation entering into the Contract with Owner to construct and install the improvements detailed in this Contract.
- d. The term "**Project Area**" means the project corridor of D&L Rail Trail – Wilkes-Barre Mountain Section Phase I within which are the specified Contract limits of the improvements contemplated to be constructed in whole or in part under this Contract.
- e. The term "**Landscape Architect**" means BCM Engineers, Landscape Architect in charge, serving the Owner with Landscape Architectural and Design Services, his successor, or any person or persons employed by said Owner for the purpose of directing or having in charge the work of Site Preparation detailed in this Contract, the said Landscape Architect acting directly or indirectly through any assistant having immediate charge of a portion thereof limited by the particular duties intrusted to him.
- f. The term "**Local Government**" means the city, town, borough, or political subdivision of Laurel Run Borough and Plains Township, within which the Project area is situated.
- g. The term "**Contract Documents**" means and shall include the following: Executed Agreement, Performance Bond, Labor and Material Payment Bond, Maintenance Bond, Addenda (if any), the Specification Book, the Invitation for Bids, the Instruction to Bidders, the signed copy of the Bid, the Bid Proposal, the

General Conditions Part I, the General Conditions Part II, State Prevailing Wage Project Rates, the Special / Supplemental Conditions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Resolution awarding the Bid, the Notice to Proceed, and all Modifications to the Agreement issued subsequent thereto and all of the documents enumerated or referred to in the Agreement.

- h.** The term "**Drawings**" means the drawings listed in the Schedule of Drawings.
- i.** The term "**Technical Specifications**" means that part of the Contract Documents which describes outlines and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- j.** The term "**Addendum**" or "**Addenda**" means any changes, revisions or clarification's of the Contract Documents which have been duly issued by the Owner to prospective bidders prior to the time of receiving bids.

8.1.2 SUPERINTENDENCE BY CONTRACTOR

At the site of the work the Contractor shall provide a superintendent or foreman who shall have full authority to act for the Contractor, except where the Contractor is an individual and gives his personal superintendence to the work. It is understood that such representative shall be acceptable to the Landscape Architect. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

8.1.3 SUB-CONTRACTORS

- a.** No part of the contract shall be sublet without prior written approval of the Owner and setting forth requirements to be met.
- b.** The Contractor shall not award any work to any subcontractor until each has completed and submitted a Non-Collusion Affidavit and a Certification by Proposed Subcontractor Regarding Equal Employment Opportunity to the Contractor. It shall also be the responsibility their eligibility in written contracts containing Federal Labor Standards Provisions.
- c.** Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated.
- d.** The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- e.** The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements embraced in the Site Preparation.

- f. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

8.1.4 SEPARATE OR OTHER CONTRACTS

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall coordinate his operations with those of other Contractors. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

8.1.5 FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

8.1.6 MUTUAL RESPONSIBILITY 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 shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or Subcontractor shall assert any so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

8.1.7 CONSTRUCTION SCHEDULE

- a. Immediately after execution and delivery of the Contract, the Contractor shall submit to the Owner an estimated construction progress schedule, showing the proposed dates of commencement and completion of each of the various sections of work required under the Contract, the anticipated amount of each monthly payment to become due to the Contractor and the accumulated percent of progress each month.

8.1.8 PAYMENTS TO CONTRACTOR

a. Partial Payments

The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Landscape Architect for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of

materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until fifty percent (50%) of the total amount has been disbursed, at that point five percent (5%) will be retained until final payment and (2) the amount of all previous payments. If the Contract is for a lump sum, the total value of work completed to date on each item and the unit prices established in the Cost Breakdown and adjusted in accordance with the value of work completed to date on approved change orders.

b. Final Payment

1. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under the Contract shall be amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under the section **Disputes** under **General Conditions, Part I**.
2. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under the Contract.
3. Withholding of any amount due the Owner under the Section entitled **Liquidated Damages** under **Special / Supplemental Conditions**, shall be deducted from the final payment due the Contractor.

c. Withholding Payments

The Owner may from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The forgoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold

any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors by the Section entitled **Samples, Certificates and Tests** under **General Conditions, Part I**.

8.1.9 CHANGES IN THE WORK

- a.** The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of any bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- b.** Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- c.** If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in Agreement by more than twenty-five percent (25%) in accordance with the section entitled **Unit Prices** under **Instructions to Bidders**.
- d.** If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five percent (25%) the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

 - 1.** If the proposal is acceptable the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and;

2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
- e. Each change order shall include in its final form:
1. A detailed description of the change in the work.
 2. The Contractor's proposal (if any) or a conformed copy thereof.
 3. A definite statement as to the resulting change in the contract price and/or time.
 4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

8.1.10 CLAIMS FOR EXTRA COST

- a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and map issued.
- c. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- d. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section – **Changes in the Work** under **General Conditions, Part I**.

8.1.11 TERMINATION: DELAYS AND LIQUIDATED DAMAGES

- a. **Termination of Contract.** If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.
- b. **Liquidated Damages for Delays.** If the work be not completed within the time stipulated in the **Time for Completion** section (**in Special / Supplemental Conditions**), including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in the **Liquid Damages** section (**in Special / Supplemental Conditions**) and the Contractor and his sureties shall be liable to the Owner for the amount thereof.
- c. **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;
 2. To any acts of the Owner;
 3. To causes not reasonably foreseeable by the parties to the Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
 4. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis

of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

8.1.12 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

8.1.13 DISPUTES

- a.** All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding in the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
- b.** The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
- c.** If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

8.1.14 TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specification, the Technical Specifications shall govern. In case of any

discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

8.1.15 SHOP DRAWINGS

- a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Landscape Architect in three copies for approval sufficiently in advance or requirements to afford ample time for checking, including time for correcting, resubmitting and re-checking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said show drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time will be granted by reason of his failure in this respect.
- b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- c. If a shop drawing is in accord with the contract or involves only a minor adjustment in the interest of the Owner not involving a change in contract price or time, the Landscape Architect may approve the drawing. The approval shall be general, shall not relieve the Contractor, from his responsibility for adherence to the contract or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Owner to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract Price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice surety bond or bonds."

8.1.16 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly

any assistance and information the Landscape Architect may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

8.1.17 MATERIALS AND WORKMANSHIP

- a.** Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Landscape Architect shall decide the question of equality.
- b.** The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. See Section **Samples, Certificates, and Tests** under **General Conditions, Part I**
- c.** Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- d.** Materials specified by reference to the number or symbol of specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
- e.** The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Landscape Architect may deem incompetent, or careless, or insubordinate.

8.1.18 SAMPLES, CERTIFICATES AND TESTS

- a.** The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., called for in the contract documents or required by the Landscape Architect, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Landscape Architect. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for and extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Landscape Architect in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials and equipment for use in the project will be compliant with the samples and or certified statements.

- b.** Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Landscape Architect will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Landscape Architect will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- c.** Except as otherwise specifically stated in the Contract, all costs associated with sampling and testing including (but not limited to): packing and delivery charges; re-testing; testing materials offered in substitution for those found deficient; etc., will be assumed by the Contractor.

8.1.19 PERMITS AND CODES

- a.** The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or does (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to

receive it the change had been made before the Contractor commenced work on the items involved.

- b. The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavements cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

8.1.20 CARE OF WORK

- a. The Contractor shall be responsible for all damages to person or property that occur as a result of his default or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance whether or not the same has been covered in whole or in part by payments made by the Owner.
- b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and holidays, from the time the work is commenced until final completion and acceptance.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the Section - **Changes in the Work** under **General Conditions, Part I**.
- d. The Contractor shall avoid damage as result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of

settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

8.1.21 ACCIDENT PREVENTION

- a.** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- b.** The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the hours of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- c.** The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as result of any work conducted under this contract.

8.1.22 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workman. As the need arise, a sufficient number of enclosed temporary toilets shall be conveniently places as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

8.1.23 USE OF PREMISES

- a.** The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b.** The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

8.1.24 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations.

8.1.25 INSPECTION

- a. All materials and workmanship shall be subject to inspection examination, or test by the Owner and the Landscape at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge thereto. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may be contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section - **Samples, Certificates and Tests**, under **General Conditions, Part I**). All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and shall be made in the Technical Specifications.
- c. The Contractor shall notify the Owner sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors The Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and

he shall, in addition if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor or his sureties of full responsibility for material furnished or work performed not in strict accordance with the Contract.
- f. Any work performed within the right-of-way of any Pennsylvania Department of Transportation highway, roadway or travelway shall be subject to inspection by a representative of the Pennsylvania Department of Transportation. The Owner shall pay the Pennsylvania Department of Transportation invoices for any and all such inspection services; however, the Contractor shall then reimburse the Owner for all PA Department of Transportation inspection costs.

8.1.26 REVIEW BY OWNER

The Owner, its authorized representatives and the Landscape Architect (**as defined under General Conditions, Part I**) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

8.1.27 FINAL INSPECTION

When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the Landscape Architect and representatives of the Local Governments.

8.1.28 DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the contractor to correct work not done in accordance with the contract documents, an equitable deduction from the contract price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

8.1.29 INSURANCE

- a.** The Contractor shall carry or require that there be carried Workman's Compensation insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or territorial Workman's Compensation laws.
- b.** The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability insurance covering property damage and bodily injury with limits of not less than \$1,000,000.00 to protect the Contractor and his subcontractors against claims for injury to or death of one or more than one person, because of accidents which may occur or result from operations under the contract; such insurance shall cover the use of all equipment, including but not limited to excavating machinery, trenching machines, cranes, hoist, rollers, concrete mixers, and motor vehicles, in the construction of the improvements embraced in this contract.
- c.** Before commencing work, the contractor shall submit evidence of the coverage required above to the Owner for review and approval. The Owner will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the state and approved by the Owner, and shall be kept in force until the contractor's work is accepted by the Owner. Contacts of insurance (covering all operations under this contract) which expire before the contractor's work is accepted by the Owner shall be renewed and evidence submitted to the Owner for its approval. The Contractor shall include the Owner and Landscape Architect as additional insured.
- d.** Contractor does hereby indemnify, hold harmless and agree to defend the Owner with respect to any and all claims or suits against the public agency arising out of or in anyway relating to the performance of the contract. Contractor specifically agrees that said indemnification shall include claims based on the negligence of the public agency as well as the negligence of the contractor.

8.1.30 BONDS

- a.** The Contractor must provide a Performance Bond at One Hundred Percent (100%) of the Contract Amount, conditioned upon the fee for performance of the Contract. Said bond shall be solely for the protection of the Owner.

- b. The Contractor must provide a Labor and Material Payment Bond at One Hundred Percent (100%) of the Contract Amount. Said bond shall be solely for the protection of claimants supplying labor and materials to the Contractor to whom the Contract was awarded, or to any of his subcontractors in the performance of the work provided for in the Contract, and shall be conditioned for prompt payment of all such material furnished or labor supplied or performed in the performance of the work. Labor and material shall include public utility services and reasonable rental of equipment, but only for the period when the equipment rental is actually used at the site of the work provided for in this Contract.
- c. The Contractor must provide a Maintenance Bond at Ten Percent (10%) of the Contract Amount. Said bond shall be solely to guarantee the project free from defects caused by faulty workmanship and materials for a period of two (2) years, general wear and tear excepted.

8.1.31 LIENS

The Contractor specifically waives any right to file or claim any mechanic's or materialmen's liens, and agrees to execute, simultaneously herewith, and cause to be filed in the records of the Clerk of Judicial Records of Luzerne County, a Stipulation Against Liens, which shall be binding upon the Contractor, Contractor's supplier and any subcontractors engaged by the Contractor. The Contractor shall at his own expense, pay to the Clerk of Judicial Records of Luzerne County the fee or charge for the filing of the Stipulation Against Liens. The contractor shall provide the Landscape Architect with a copy of the filed lien prior to the start of work.

8.1.32 PATENTS

The Contractor shall hold and save the Owner, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of, any 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 technical specifications.

8.1.33 WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of

the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

8.1.34 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract no partial or entire use of the Improvements embraced in the Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contractor or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work, resulting therefrom which shall appear within a period of 24 months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

8.1.35 EXPLOSIVES AND BLASTING

Blasting shall not be allowed unless specified by the Landscape Architect in the Technical Specifications.

8.1.36 PRECONSTRUCTION CONFERENCE

A preconstruction conference is to be held by the Owner with the Contractor and his subcontractors. The purpose of the conference is to assure that the Contractor and his subcontractors understand and accept their contract obligations under Executive Order 11246 and understand the Owner's role in the enforcement of those contract obligations.

The Contractor shall be represented by officials who will be directly responsible for the selection of the work force and for supervision over construction workers.

Executive Order 1126 requires that the Contractor provides equal employment opportunity in all aspects of his employment.

8.1.37 INTEREST OF MEMBERS OF THE COMMONWEALTH AND OTHERS

- a.** No officer, member, or employee of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this Contract shall participate in any decision relating to this Contract, which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth and no member of its governing body have any interest, direct or indirect, in this Contract or the proceed thereof.
- b.** No member of the governing body of the Owner who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Owner who exercises any

such functions or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the Project to which this Contract pertains.

8.1.38 CERTIFICATION OF ELIGIBILITY

By entering into this Contract, the Contractor certifies that neither it (nor he or 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.

8.1.39 CONTRACTOR COMPLIANCE WITH AGENCY PERMITS AND/OR APPROVALS

The Contractor shall comply with all necessary and applicable agency permits and approvals, including adhering to the erosion and sediment pollution control plans and report as approved by the Luzerne County Conservation District and the Department of Environmental Protection issued Permit.

Construction cannot commence unless the necessary permits and approvals have been attained.

8.1.40 LIST OF PERMITS AND/OR APPROVALS

1. Land Development (Trail Construction) Approval– Laurel Run Borough– **Approved**
2. Erosion & Sediment Pollution Control Plan and Report Approval/Adequacy– Luzerne Conservation District (LCD) – **Approved**

**Technical Specifications
for
D&L Rail Trail – Wilkes-Barre Mountain Section
Phase I (Station 165+00 to Station 316+19)
Installation / Construction**

**8.2 General Conditions:
Federal and State Laws and Regulations
Part II**

8.2.1 WAGE RATES

When indicated herein, the Contractor and any subcontractor shall fully comply with the applicable State Prevailing Wage Project Rate decisions of the Commonwealth of Pennsylvania Department of Labor and Industry.

8.2.2 NON-DISCRIMINATION AND EQUAL OPPORTUNITY CLAUSE

The Contractor and any subcontractor shall fully comply and adhere to the Non-Discrimination and Equal Opportunity Clause incorporated into this Specification Document.

8.2.3 DISADVANTAGED BUSINESS ENTERPRISE & SMALL BUSINESS ENTERPRISE INVOLVEMENT

Bidders are required to make a Good Faith Effort when procuring any project supplies or services to ensure that designated Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) have the opportunity to participate in the performance of contracts and subcontracts.

Bidders are to adhere to the Buy America Program that requires all projects that permanently incorporate iron and steel must use products manufactured domestically.

8.2.4 FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.)

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). All work must be in compliance with State and Federal Occupational Health and Safety Regulations.

8.2.5 PENNSYLVANIA ACT 287, AS AMENDED BY ACT 181 OF 2006

The Contractor's attention is directed to the provisions of Act 287, as amended by Act 181 of 2006, enacted by the General Assembly of the Commonwealth of Pennsylvania which specified the Contractor's responsibility during excavation and demolition

operation to utilize the Pennsylvania One Call System (1-800-242-1776) and ascertain the location and type of utility lines and pipes at each site and notify the utility

company(ies) at least three full working days in advance of performing the excavation or demolition.

8.2.6 ARCHITECTURAL BARRIERS ACT OF 1968 AND SECTION 504 OF THE REHABILITATION ACT OF 1973; PA ACT 235 OF 1965, AS AMENDED, UNIVERSAL ACCESSIBILITY ACT, AND THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, AS AMENDED

The Contractor and any subcontractors shall comply with these regulations as they pertain to new facilities build and funded by DCNR.

8.2.7 PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT (NO. 1978-3)

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 subcontracts 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 requirements of the Contract.

8.2.8 PENNSYLVANIA CONSTRUCTION CODE ACT

The Contractor and any subcontractor must comply with the Act of November 10, 1999 (P.L. 491, No. 45), known as the Pennsylvania Construction Code Act (35 P.S. Sections 7210.101 *et seq.*), as implemented by Department of Labor and Industry regulations, 34 Pa. Code Chapters 401, 403, and 405. Please note that, as of December 2006, Pennsylvania's statewide building code will be referred to as the Uniform Construction Code (UCC). The codes currently in use under the UCC are the 2009 International Codes issued by the International Code Council. *Please refer to the UCC regulations and statutes in relation to the design and development of public buildings, indoor facilities, and park facilities.*

8.2.9 PENNSYLVANIA HUMAN RELATIONS ACT

- a. The Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

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 advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons a notice to be provided

by the contracting agency setting forth the provisions of this nondiscrimination clause.

- b. The Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age or sex.
- c. The Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by contractor.
- d. It shall be no defense to a finding of non-compliance with the contract compliance regulations issued by the Pennsylvania human relations commission of this non-discrimination clause that contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicated that the contractor was not on notice of the third party discrimination or made a good effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- e. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under the contract compliance regulations issued by the Pennsylvania human relations commission, or this non-discrimination clause, contractor shall then employ and fill vacancies through other non-discriminatory employment procedures.
- f. The Contractor shall comply with the contract compliance regulations of the Pennsylvania human relations commission, 16 pa code chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. in the event of contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the contract compliance regulations.
- g. The Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the human relations commission, for purposes of investigation to ascertain compliance with the provisions of the contract compliance regulations, pursuant to §49.35 of these regulations. If the Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the commission.

- h. The Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- i. The Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that provisions will be binding upon each subcontractor.
- j. The 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.

8.2.10 BUY AMERICA PROGRAM

Contractors are to adhere to the Buy America Program that requires all projects that permanently incorporate iron and steel must use products manufactured domestically.

See pages 40-42 of these bid documents for provisions and direction.

**Technical Specifications
for
D&L Rail Trail – Wilkes-Barre Mountain Section
Phase I (Station 165+00 to Station 316+19)
Installation / Construction**

9. Special / Supplemental Conditions:

9.1.1 PROJECT SITE

The Project Area of this Contract consists of the following general area: **Wilkes-Barre Mountain in Laurel Run Borough and Plains Township** as shown on the Construction Drawings designated as Drawing NO.'S _____

9.1.2 TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall commence at the time stipulated by the Owner in the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, and shall be fully completed within _____ consecutive calendar days thereafter, which shall be inclusive of the following time frames: Within 5 consecutive calendar days after the issuance of the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, the contractor shall submit all necessary shop drawings to the Landscape Architect. Within 10 consecutive calendar days after the issuance of the Notice to Proceed to the Contractor, which shall be issued on the date of contract award, the contractor shall execute and deliver to the Owner four (4) copies of the executed Agreement, four (4) copies of the executed Performance Bond at One Hundred Percent (100%) of the Contract Amount, four (4) copies of the executed Labor and Material Payment Bond at One Hundred Percent (100%) of the Contract Amount, four (4) copies of the executed Maintenance Bond at Ten Percent (10%) of the Contract Amount, four (4) copies of the Workers Compensation Insurance Certificate, four (4) copies of the Public Liability Insurance Certificate naming the Owner as an additional insured, four (4) copies of the Builders Risk/All Risk Insurance Certificate naming the Owner as an additional insured, and the executed Stipulation Against Liens. Within 3 consecutive calendar days after approval by the Landscape Architect of all necessary shop drawings, the contractor shall order all necessary materials. Within _____ consecutive calendar days thereafter, the contractor shall complete all necessary work and prepare and submit all necessary Change Orders and/or Payment Applications to the Landscape Architect.

9.1.3 LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible for determination, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of **FIVE HUNDRED (\$500.00) DOLLARS**, as fixed, agreed and liquidated damages for each

calendar day of delay from the above stipulated time for completion, or as modified in accordance within **Changes in Work** under **General Conditions - Part I**, until such work is satisfactorily completed and accepted.

9.1.4 RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendent, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in the Contract in every respect within the specified time.

9.1.5 COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Owner at 251 Huntsville-Idetown Rd., Dallas, PA 18612, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to the Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

9.1.6 JOB OFFICES

a. The contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Owner shall be consulted with regard to locations.

b. If no office is maintained, a suitable place for posting required notices, with adequate protection from the weather, shall be provided.

c. Upon completion of the Improvements, or as directed by the Owner, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property and leave the Site of the work in the condition required by the Contract.

9.1.7 PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its election, may give notice to the contractor and place in use those sections of the Improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided;

a. The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section - **General Guaranty** under **General Conditions, Part I**, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this contract.

9.1.8 WORK BY OTHERS

There will be no work by others.

9.1.9 CONTRACT DOCUMENTS AND DRAWINGS

The Owner will furnish the Contractor without charge -3- copies of the Drawings. Additional copies requested by the Contractor will be furnished at cost.

9.1.10 PROGRESS SCHEDULE

The Contractor shall prepare a Progress Schedule in accordance with the **Construction Schedule** section under **General Conditions, Part I**, and, in addition to the information required therein, the Progress Schedule shall show graphically:

a. Any pre-determined times allotted to the utility companies or utilities authorities for their work.

b. Practical time limits for the successful completion of the various types and phases of work encompassed in the Contract in accordance with the requirements of the specification.

c. Any other type of delay or time consuming process of which the Contractor may be aware.

All of the above shall be shown to be accomplished within the time limits as stated in this section, **Time for Completion**. As the work progresses the Contractor shall revise and maintain current the Progress Schedule for the uncompleted portions of the work, regardless of the cause of such revisions, at the direction of the Owner or the Landscape Architect.

9.1.11 SUBSTITUTION

Wherever in the following specifications, a catalog number, trade designation, the name of any individual or system of construction has been used, the same has been done with the intention of indicating only the character, class, quality or kind of material or fixture that is desired and any or all of said fixtures, material, or construction may be provided equal in every respect in quality and purpose to those named in the specification, regardless of the name and designation used, which are for convenience in specifying only. But before any Contractor may use any fixture, material, or system of construction other than that specified, he shall first notify the Owner and secure permission to do so, and if required, shall submit a sample for inspection and approval.

9.1.12 SIGNS, BARRICADES & LIGHTS

The Contractor shall, at his own cost and expense, erect and maintain any necessary warning lights, barricades and signs as ordered by the Landscape Architect in a manner acceptable to the Owner.

9.1.13 PROTECTION OF EXISTING SITE CONDITIONS

The contractor shall locate existing structures (including numerous "cattle crossings" throughout the project, see construction plans for locations), buildings, plantings, paving, utility services (both overhead and underground), etc., and shall protect the same from damage during this construction operation. Should damage occur repairs shall be made in a manner satisfactory to the Owner and Landscape Architect at the Contractor's expense.

9.1.14 REDUCTION IN WORK

The Owner reserves the right to increase or decrease the quantity of any bid item by any amount without adjustment to any of the unit bid prices.

9.1.15 LANDSCAPE ARCHITECT'S RESPONSIBILITY AND AUTHORITY

The Landscape Architect shall perform the following work and assume certain authorities during the life of this Contract.

a. The work shall be subject at all times to the inspection of the Landscape Architect or his authorized assistants, who shall have free access to every facility at all times for inspecting the materials and work. The presence of the Landscape Architect or his authorized assistants shall not lessen the responsibility of the Contractor.

b. Approve or disapprove any materials, and equipment used by the Contractor.

c. Sample and test any materials as the Landscape Architect deems necessary.

d. Any doubt as to the meaning of these technical specifications and/or drawings, or any obscurity as to the wording or intent of them, will be explained by the Landscape Architect. All directions and explanations required or necessary to complete, explain or make definite any section of the specifications and/or drawings and give them due effect will be given by the Landscape Architect in writing whose decision thereon will be final.

e. The Landscape Architect will have authority to reject material and suspend work in case of any dispute which may arise between the Landscape Architect and the Contractor due to defective materials or substandard performance of work until the question or questions at issue can be referred to and decided by the Owner.

Additional responsibilities and authorities invested in the Landscape Architect will be found in the **General Conditions, Part I.**

9.1.16 TEMPORARY SUSPENSION OF CONSTRUCTION

The Landscape Architect shall have the authority to suspend the construction, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the suitable prosecution of the construction, or for such times as is necessary, due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions on the Contract.

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

If it should become necessary to stop construction for an indefinite period, the Contractor shall store all materials in such a manner that they will not obstruct or impede the traveling public nor become damaged in any way. He shall take every precaution to

prevent damage or deterioration of the construction performed, provide suitable damage, etc.

9.1.17 INTENT OF PLANS AND SPECIFICATIONS

All work done and materials furnished under this Contract shall be in accordance with the **Executed Contract Agreement, Performance Bond, Labor and Material Payment Bond, Maintenance Bond, Addenda (if any), the Specification Book, the Invitation to Bid, the Instruction to Bidders, the signed copy of the Bid, the Bid Proposal, the General Conditions Part I, the General Conditions Part II, the State Prevailing Wage Project Rates, the Special / Supplemental Conditions, the Technical Specifications, the Drawings (as listed in the Schedule of Drawings), the Resolution awarding the Bid, the Notice to Proceed, and all Modifications to this Agreement issued subsequent thereto and all of the documents enumerated or referred to in this Agreement, and Publication 408 referenced sections of the Commonwealth of Pennsylvania Department of Transportation Specifications, dated 1987, with the supplements thereto and revisions thereof included in these specifications.**

When a section and/or sections referred to were written completely in these specifications except that, in the event, any contradiction exists between the Commonwealth of Pennsylvania Department of Transportation Specifications and any part of the Contract Documents, the Contract Documents shall govern and the conditions thereof adhered to.

The intent of the specifications and drawings is to prescribe a complete work which the Contractor undertakes to do in full compliance with the Contract Documents. If there is any apparent contradiction or ambiguity between the drawings and specifications, the Contractor shall bring the fact to the attention of the Landscape Architect and shall obtain his decision as to the true meaning or intention before proceeding with the portion of the work affected. Wherever in the specifications or drawings "directed", "required", "ordered" or words of similar import are used, it shall be understood that directed, required, order, by the Landscape Architect is intended. In like manner when "as shown", "as indicated", "as detailed", or words of similar import are used in the specifications, reference to the Contract Drawings listed in the Schedule of Drawings is intended.

9.1.18 WORK INCIDENTAL TO CONTRACT ITEMS

Where connection is made to existing facilities the new construction shall be modified or adjusted to meet the existing construction, as directed by the Landscape Architect, and the cost of this work will be included in the Contract Lump Sum Price or the Contract Unit Price, which ever applies; therefore, no separate or additional compensation will be allowed.

9.1.19 CONSTRUCTION RESERVATION

It shall be the Contractor's responsibility to investigate the location and elevation of all surface or subsurface utilities or other obstructions affecting his work before preparing his bid.

Any additional expense resulting from such obstructions shall be included in the Contractor's bid prices for various items of work and no extra payment will be allowed.

9.1.20 DAMAGE TO EXISTING CONSTRUCTION

The Contractor shall be held responsible for any and all damages outside the limits of construction indicated on the drawings or designated by the Landscape Architect. This includes damage to adjacent curb gutter, drainage structures, gas and water mains, electric or telephone facilities, pavements, buildings, walls, etc. Any such damage shall be satisfactorily repaired or replaced by the Contractor at his own expense.

9.1.21 DISPOSAL OF EXISTING MATERIALS

Any existing debris, except those materials noted in the contract Documents for re-use or storage at the direction of the Owner, which is removed during construction shall become the property of the contractor and it shall be his responsibility to dispose of off the site.

9.1.22 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall not cause any infringement or damage to property within or adjacent to the project area, and will be required to cooperate with the persons involved with respect to reasonable requests pertaining to access and protection of their property.

9.1.23 STORAGE OF MATERIALS

The Contractor shall remove and store, as directed, materials removed for the site to be used in new construction in a manner which will provide a stock pile free of debris and other materials. Materials shall be placed on wooden platforms or other clean surfaces, not on the ground, and placed under cover when directed by the Owner or the Landscape Architect.

9.1.24 AS-BUILT DRAWINGS

- a.** The Contractor shall furnish as-built information to the Landscape Architect at completion of the job. Keep information current as work progresses.
- b.** Record all changes from installations originally indicated. Record final location of changes by offset distances in feet and tenths to surface improvements such as buildings, curbs, or edges of walks. Where work appears on two or more drawings, the contractor shall mark changes on all drawings.

c. When works is completed, the Contractor shall furnish completed "as-builts" to the Landscape Architect for approval and recording. Drawings shall be certified to be "as-built" and signed by the Contractor. Work shall not be accepted until such drawings have been delivered to the Landscape Architect.

9.1.25 SPECIAL PROJECT REQUIREMENTS

ACCESS AND PROTECTION

a. The Contractor shall coordinate and schedule his construction work so as to not obstruct over-night and week-end access to any of the residences or daily access to residences or business establishments in the various areas of construction.

b. Suitable and sufficient barricades, warning lights and signs shall be placed and maintained by the Contractor to insure the protection and safety of the public and prevent any unnecessary inconvenience. Warning lights shall be maintained from sunset to sunrise. Flagmen shall be provided as required to insure the safe prosecution of the work.

c. The Contractor shall be responsible and assume all costs for the controlling of dust, potholes and muddy conditions and the overall deterioration of all streets and sidewalks have construction activity, all to the satisfaction of the Owner.

d. The Contractor shall be responsible to reimburse the Owner for all PA Department of Transportation inspection costs.

EROSION AND SEDIMENT POLLUTION CONTROL

ROCK CONSTRUCTION ENTRANCE

PART 1 - GENERAL

1.1 DESCRIPTION

A. This work is the placement and removal of an aggregate approach at a transition area between an existing roadway and project haul roads/equipment access area, and the restoration of this area as indicated and directed.

1.2 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by the basic designation only.

B. 1. Pennsylvania DEP E&S Pollution Control Program Manual

2. Pennsylvania Department of Transportation (PennDOT):
Pub. 408 Construction Specifications

PART 2 - PRODUCTS

2.1 MATERIALS

A. Geotextiles, Class 2, Type A: Pub. 408 Section 735.

B. AASHTO No. 1 Coarse Aggregate: Pub 408. Section 703.2.

PART 3 - EXECUTION

Place geotextile and coarse aggregate, as indicated. Inspect rock construction entrance daily and after every rainfall event. Rock construction entrance thickness shall be constantly maintained to the specified dimensions as detailed on the plan. Maintain a stockpile of stone on site for this purpose. At the end of each work day, all sediment deposited on paved roadways shall be removed and returned to the construction site.

3.1 PROTECTION

Replace damaged or defective work.

3.2 MEASUREMENT AND PAYMENT - Each.

COMPOST FILTER SOCK

PART 1 - GENERAL

1.1 DESCRIPTION

A. This work is the installation of Compost Filter Sock.

1.2 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by the basic designation only.

B. 1. Pennsylvania DEP E&S Pollution Control Program Manual

2. Pennsylvania Department of Transportation (PennDOT):
Pub. 408 Construction Specifications

PART 2 - PRODUCTS

2.1 MATERIALS

A. Compost Filter Sock (photodegradable or biodegradable)

B. Stakes - 2" x 2" x 36" wood, steel, plastic, or similar material providing equivalent section.

PART 3 - EXECUTION

Install sock as shown on the drawings and as follows: Place fence parallel to contour lines and perpendicular to the direction of runoff flow.

3.1 PROTECTION

Replace damaged or defective work.

3.2 MEASUREMENT AND PAYMENT - Lineal Feet.

ROCK FILTER OUTLET

PART 1 - GENERAL

1.1 DESCRIPTION

A. This work is the installation of rock filter outlet of the type indicated. Rock filter outlet shall be constructed at failure points at straw bale barriers and/or compost filter sock or as otherwise directed. Outlets shall be maintained as specified.

1.2 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by the basic designation only.

B. 1. Pennsylvania DEP E&S Pollution Control Program Manual

2. Pennsylvania Department of Transportation (PennDOT):
Pub. 408 Construction Specifications

PART 2 - PRODUCTS

2.2 MATERIALS

A. No. 1 Coarse Aggregate: Pub 408. Section 703.2.

B. No. 57 Coarse Aggregate – Pub. 408 Section 703.2

PART 3 - EXECUTION

Construct rock filter outlet in conjunction with straw bale and/or compost filter sock at those locations where the original barrier has experienced undermining or overtopping. Remove failed segments of filter sock or straw bale barrier (3 feet minimum).

3.1 PROTECTION

A. Replace damaged or defective work.

3.2 MEASUREMENT AND PAYMENT - Each.

EROSION AND SEDIMENT POLLUTION CONTROL

PUMPED WATER FILTER BAG

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This work is the furnishing, installing, maintaining and disposing of a pumped water filter bag.

1.2 APPLICABLE PUBLICATIONS

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by the basic designation only.
- B. 1. Pennsylvania DEP E&S Pollution Control Program Manual

PART 2 - PRODUCTS

2.3 MATERIALS

- A. Pumped Water Filter Bag: Provide straw as specified in Section 805.2(a)1.b and 10 oz./yd. geotextile, Class 4, listed in Section 735.1. Construct 15'x15' (plus or minus 3") bag using heat bonded seam or 401 lock chain stitch seam with a 216 lbs minimum breaking strength, tested in accordance with ASTM D-4632. Label each bag indicating maximum flow rate of bag in gallons per minute.

PART 3 - EXECUTION

Place bag over straw on a stabilized area. Distribute straw at the rate of 1 bale per 30 square feet. Filter bags may be used on low volume dewatering operations not to exceed 1,000 gallons per minute. Pump flow rate not to exceed 50% of maximum flow rate indicated on bag label. Double clamp bag firmly to pump discharge hose. Monitor and evaluate entire pumping operation to assure that bag continues to function properly. Replace bag when contained silt reduces flow to approximately 50% of rate of initial bag discharge, or when directed by the Inspector-in-Charge. Dispose of sediment in a manner satisfactory to the Engineer. Restore area as specified in Section 105.14.

- 3.1 MEASUREMENT AND PAYMENT - Lump Sum. Includes straw, replacement, and disposal of filter bag and contained sediment as required.

EROSION AND SEDIMENT POLLUTION CONTROL

EROSION CONTROL BLANKETING

PART 1 - GENERAL

1.1 DESCRIPTION

A. This work is furnishing and placing erosion control blanketing in areas described in the execution portion of this specification.

1.2 APPLICABLE PUBLICATIONS

A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in text by the basic designation only.

B. 1. Pennsylvania DEP E&S Pollution Control Program Manual

PART 2 - PRODUCTS

2.4 MATERIALS

A. Jute matting, with one inch square openings and weighing not less than 90 pounds per 100 s.y. unless otherwise specified or North American green S75 permanent lining. Refer to manufacturers recommendations.

PART 3 - EXECUTION

Wherever erosion control blankets are specified, they should be installed/applied according to the manufacturers recommendations. Consideration should be given to using a suitable erosion control blanket wherever earth disturbance occurs in close proximity (within 50') to waters of the commonwealth (e.g. stream crossings, wetlands, ponds, storm sewers etc.), especially if site conditions make use of conventional erosion and sediment control BMP's difficult. Erosion control blankets should also be considered where soil conditions make re-vegetation difficult. Use on all slopes that are 3:1 or steeper.

3.1 PROTECTION

A. Replace damaged or defective work.

3.2 MEASUREMENT AND PAYMENT – Linear Feet or roll.

CRUSHED STONE AGGREGATE TRAIL SURFACE, 4" DEPTH

DESCRIPTION – This work is the construction of aggregate trail surface.

MATERIAL

Aggregate – As specified in Section 703.2 and graded as follows:

- 100% passing the 1/2 inch sieve
- 96-100% passing the 3/8 inch sieve
- 75-90% passing the #4 sieve
- 55-75% passing the #8 sieve
- 35-50% passing the #16 sieve
- 12-20% passing the #200 sieve

CONSTRUCTION – As specified in Section 350.3 and as follows:

Prepare subbase as specified in Section 350.3.

Place aggregate trail surface material on top of subbase to a final depth of 4 inches.

Compact trail surface as specified in Section 350.3.

Final trail surface must be smooth and free of rutting or depressions that will retain water.

MEASUREMENT AND PAYMENT – Square Yard

TUBULAR METAL GATE

DESCRIPTION – This work is providing and installing new access barriers.

MATERIALS

- (a) Gate Post – Each post must be fabricated of 6”x 6”x 1/4” Square Structural Tubing A-36 Steel in conformance with the dimensions provided on the contract drawings.
- (b) Gate – Access gate to be constructed of galvanized steel as shown in the construction drawings.
- (c) Concrete footing – Section 704: Each concrete footing must be of Class A concrete installed in conformance with the contract drawings.
- (d) Padlocks – These will be provided by the Countryside Conservancy
- (e) Paint – Each Bollard must be primed with an inorganic zinc metal primer compatible with the finish coat. Each bollard must be covered with a finish coat of alkyd based paint.
- (f) Reflective Sheeting – Section 1103.02c: 4”x 12” sheets of reflective sheeting must be applied to the front and back of each bollard in conformance. Single sheets of material must be used without splicing.

CONSTRUCTION

Metal Gate – The steel posts and gates must be fabricated as specified or purchased in conformance with these specifications. They must be installed in accordance with the contract drawings.

MEASUREMENT AND PAYMENT – Each

Anchor post, gate, bollard, concrete anchor, and erection are considered incidental to this item.

WOOD FENCE

DESCRIPTION - This work is the construction of a wood fence as indicated.

MATERIALS

(a) Lumber - No. 2 grade or better, S4S, pressure treated douglas fir or southern yellow pine with Fb = 1450 minimum.

(b) Pressure Treatment - Section 678.2(a)1

Provide pressure treated planks in accordance with the current American Wood Preservers Association Standard. Retention will be 0.40lbs/ft³.

(c) Hardware/Accessories - Bolts will be hot dipped galvanized in accordance with ASTM A153 of size indicated on the drawings, complete with galvanized washers.

Nails and spikes are as listed on the drawings or as appropriate for the work. All nails and spikes will be hot dipped galvanized in accordance with ASTM A153.

Miscellaneous hardware and other fabricated items used in wood to wood connections, will be hot dipped galvanized after fabrication in accordance with ASTM A123, minimum 2 oz. Per square foot, or as specified on Drawings.

(d) Class A Cement Concrete- Section 704

(e) Wood Preservative - In accordance with current American Wood Preservers Association M4.

CONSTRUCTION

(a) Store and Handling – Store railings and posts neatly in piles above ground. Protect from exposure to the elements when stored for prolonged periods of time. Store all material so that it can be readily inspected. Handle in a manner that will avoid injury or breakage. Handle treated lumber with rope slings.

(b) Workmanship – Provide first class workmanship throughout and employ only competent carpenters. Cut all railings and posts accurately and frame for a close fit to provide for flush bearing of railings on posts.

(c) Posts – Construct as indicated on the plans and as follows: Posts will be installed plumb with their faces parallel to the trail centerline. All posts other than end posts may be driven into the soil provided that the alignment and plumbness can be maintained, proper embedment length can be obtained and provided that the posts are not damaged by driving. End posts and gate posts will be installed in an excavated hole and backfilled with Class A concrete.

(d) Railings – Construct as indicated on the plans and as follows: Railings will be placed on trail side of posts. Alternate splices at posts.

(e) Surface Treatment of Railings and Posts – Treat all cuts and holes thoroughly with two (2) applications of wood preservatives according to American Wood Preservers Association M4.

MEASUREMENT AND PAYMENT - Linear foot