PORT AUTHORITY OF ALLEGHENY COUNTY

d/b/a/ PITTSBURGH REGIONAL TRANSIT

CONSTRUCTION CONTRACT NO. SYS-26-02

RT 88 GRADE CROSSING IMPROVEMENT PROJECT

Terms and Conditions

and

Technical Provisions

August 20, 2026

Port Authority of Allegheny County
d/b/a Pittsburgh Regional Transit
Heinz 57 Center
345 Sixth Avenue
Pittsburgh PA 15222-2527

Authority Terms and Conditions

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ARTICLE 1 – ADVERTISEMENT

PORT AUTHORITY OF ALLEGHENY COUNTY
d/b/a PITTSBURGH REGIONAL TRANSIT

ADVERTISEMENT

Separate sealed Bids for the Work as listed hereinafter will be received at the Purchasing and Materials Management Department of Port Authority of Allegheny County, d/b/a Pittsburgh Regional Transit (Authority) Heinz 57 Center, 345 Sixth Avenue, Third Floor, Pittsburgh, Pennsylvania, 15222-2527 until 1:30 p.m. on September 21,2026 and will be publicly opened and read at 2 pm via Microsoft Teams Meeting (Meeting ID: 229 382 359 827 299 Passcode: 4oW6pm72 or call in (audio only 412-927-0245, Phone Conference ID: 202 698 31#). Each Bidder shall be solely responsible for assuring that its Bid is both received and time stamped by a representative of the Purchasing and Materials Management Department at or before the advertised time for submission of Bids. Bidders submitting bids via FedEx, UPS, USPS or other carrier must immediately provide tracking information to the assigned contract specialist via e-mail. Upon delivery, bidder will notify the assigned contract specialist with an e-mailed receipt. Bids received or time stamped in the Purchasing and Materials Management Department after the advertised time for the submission of Bids shall be non-responsive and therefore ineligible for Award.

RT 88 GRADE CROSSING IMPROVEMENT PROJECT
CONTRACT NO. SYS-26-02

The Work of this Project includes, but is not limited to, the furnishing of all labor, equipment, materials and incidental items for the installation of new roadway and pedestrian gates, signals and ancillary facilities for safety improvements at the Light Rail Vehicle (LRV) Crossing with SR 88.

Bid Documents will be available for public inspection and may be obtained on or after August 20, 2026 at Authority's offices at the following address:

Port Authority of Allegheny County
d/b/a/ Pittsburgh Regional Transit
Heinz 57 Center
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527

A copy of the bid documents will be available on or after August 20, 2026 and can be obtained by accessing or creating your eBusiness account at PRT's eBusiness website: http://ebusiness.ridePRT.org. Guides are provided for accessing, updating, or creating an eBusiness account. Please be sure to register for any/all construction categories relevant to your firm.

This Project may be funded, in part, by, and subject to certain requirements of, the County of Allegheny and/or the Commonwealth of Pennsylvania.

Authority, in compliance with 74 Pa.C.S. § 303, as may be amended, require that certified Diverse Businesses ("DBs") have the maximum opportunity to participate in the performance of contracts and subcontracts for this Project. In this regard, all Bidders shall

make good faith efforts in accordance with 74 Pa.C.S. § 303, to ensure that DBs have the maximum opportunity to compete for and perform contracts. Bidders shall also not discriminate on the basis of race, color, religion, creed, age, disability, national origin, sexual origin, gender identity or status as a parent in the award and performance of contracts for this Project. If aid is required to involve DBs in the Work, Bidders are to contact Authority's DB Representative at (412) 566-5262.

The Bidder's attention is directed to the following contacts for Bidder's questions:

Procedural Questions Regarding Bidding:

Cindy Denner- Authority
(412) 566-5117
cdenner@rideprt.org

All other questions relating to the Bid Documents must be submitted by mail or email to:

Port Authority of Allegheny County
d/b/a/ Pittsburgh Regional Transit
Heinz 57 Center
345 Sixth Avenue, Third Floor
Pittsburgh, PA 15222-2527
Attn: Cindy Denner
email: CDenner@rideprt.org

In addition, the Bidder's attention is directed to the following schedule of activities for preparation of its Bid:

9:00 AM September 1, 2026	Pre-Bid Conference via Microsoft Teams Meeting: Meeting ID: 252 069 763 523 222 Passcode: GF3KM9hj Or Call in (Audio Only) 1 412-927-0245 Conference ID: 315 722 178# (Attendance is not mandatory, but strongly recommended) Pre-Bid Site Tour (Will **not** be held) [**Site is publicly accessible**]
1:30 p.m. September 21, 2026	Bids Due Purchasing and Materials Management Department Bids submitted via Fed Ex, UPS, USPS or other carrier are subject to the notification requirements indicated above
2:00 p.m. September 21, 2026	Bid Opening Will be conducted via Microsoft Teams meeting. To join the bid opening meeting through Microsoft Teams on your computer, mobile app, or room device: Meeting ID: 229 382 359 827 299 Passcode: 4oW6pm72

Or Call in (Audio Only) 1 412-927-0245
Conference ID: 202 698 31#

Authority reserves the right to reject any or all Bids

ARTICLE 2 – PRE-BID CONFERENCE

A Pre-Bid Conference may be held with prospective Bidders to review the Bid Documents and generally discuss the Project. The time and place will be specified in the Advertisement. All Bidders are encouraged to submit their questions in writing to the respective individuals listed in the Advertisement prior to the time specified in the Advertisement for the Pre-Bid Conference. A response may be provided during the Pre-Bid Conference or by Addendum thereafter.

ARTICLE 3 – PRE-BID TOUR

If a site tour is to be conducted covering the area(s) of the Work, it will be held at the date and time indicated in the Advertisement.

ARTICLE 4 – PUBLIC OPENING OF BIDS

Bids will be publicly opened and announced at the advertised time and place set for such Bid opening.

END OF SECTION

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ARTICLE 1 - SCOPE OF WORK AND DEFINITIONS

1.1 Scope

The Contractor shall furnish all materials, tools, equipment, transportation and supervision and perform all labor and services necessary and incidental to the satisfactory completion of the Work in a proper workmanlike manner and within the time limits set forth in the Contract Documents.

A. The Work includes, but is not limited to, the following the furnishing of all labor, equipment, materials and incidental items for the installation of new roadway and pedestrian gates, signals and ancillary facilities for safety improvements at the Light Rail Vehicle (LRV) Crossing with SR 88.

1.2 Abbreviations And Definitions

A. General

Whenever in the Contract Documents the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as set forth below.

B. Abbreviations

AA	Aluminum Association
AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACCD	Allegheny County Conservation District
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AFI	American Filter Institute
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALCOSAN	Allegheny County Sanitary Authority
ALSC	American Lumber Standards Committee
AMCA	Air Moving and Conditioning Association
AMRL	AASHTO Materials Reference Laboratory

ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
APTA	American Public Transit Association
ARA	American Railroad Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ARI	American Refrigeration Institute
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWG	American Wire Gage
AWPA	American Wood-Preservers' Association
AWPI	American Wood-Preservers' Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHP	Bureau for Historic Preservation
BOCA	Building Officials & Code Administrators International, Inc.
CCRL	Cement and Concrete Reference Laboratory (ASTM)
CDW	Concrete Diaphragm Wall
CEQA	Construction Engineering Quality Assurance
CFR	Code of Federal Regulations
CIP	Cast In Place
C/P	City of Pittsburgh
CISPI	Cast Iron Soil Pipe Institute
CPM	Critical Path Method
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DBE	Disadvantaged Business Enterprise

DFT	Dry Film Thickness
DOL	United States Department of Labor
DOT	United States Department of Transportation
EDPM	Ethylene Propylene – Diene Monomer
EEI	Edison Electric Institute
EEO	Equal Employment Opportunity
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
IA	The Irrigation Association
IACS	International Annealed Copper Standard
ICC	Interstate Commerce Commission
IEC	International Electrotechnical Committee
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IFI	Industrial Fasteners Institute
IMIAC	International Masonry Industry All Weather Council
IMSA	International Municipal Signal Association2
IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Transportation Engineers
JIC	Joint Industrial Council
LRT	Light Rail Transit
MSDS	Material Safety Data Sheet
MSHA	Mine Safety and Health Administration
MUTCD	Manual of Uniform Traffic Control Devices
NAAM	National Association of Architectural Manufacturers
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBC	National Building Code
NBFU	National Board of Fire Underwriters

NBS	National Bureau of Standards
NCHRP	National Cooperative Highway Research Program
NCSA	National Crushed Stone Association
NEC	National Electrical Code
NEIS	National Electrical Installation Standards
NEMA	National Electrical Manufacturers' Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIOSH	National Institute of Safety and Health
NIST	National Institute of Standards and Technology
NLGA	National Lumber Grades Authority
NLMA	National Lumber Manufacturers' Association
NPCA	National Precast Concrete Association
NPDES	National Pollutant Discharge Elimination System
NSF	National Sanitation Foundation
OCC	Operations Control Center
OSHA	Occupational Safety and Health Administration, U.S. Department of Labor
PAAC	Port Authority of Allegheny County
PACT	Pittsburgh Allegheny County Thermal
PaDEP	Pennsylvania Department of Environmental Protection (formerly PaDER)
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PDA	Pre-Determined Amount
PEI	Porcelain Enamel Institute
PENNDOT	Pennsylvania Department of Transportation
PPC	Preparedness, Prevention and Contingency Plan
PRT	Pittsburgh Regional Transit
PTI	Post Tensioning Institute
PTM	Pennsylvania Testing Method
PUC	Public Utility Commission
PWSA	Pittsburgh Water and Sewer Authority
RCRA	Resource Conservation and Recovery Act
RFI	Request for Information

RMA	Rubber Manufacturer's Association
SAE	Society of Automotive Engineers
SDR	Standard Dimension Ratio
SHPO	State Historic Preservation Officer
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPC	Southwestern Pennsylvania Commission
SPI	Society of the Plastics Industry
SSPC	Steel Structures Painting Council
TCP	Traffic Control Plan
TIA	Telecommunications Industry Association
TSC	Transportation Systems Center, DOT
TSCA	Toxic Substances Control Act
UBC	Uniform Building Code of the International Conference of Building Officials
UL	Underwriters Laboratories, Inc.
URA	Urban Redevelopment Authority of the City of Pittsburgh
USAS	United States of America Standard
USBM	United States Bureau of Mines
USC	United States Code
USCG	United States Coast Guard
USGAO	United States General Accounting Office
USSG	United States Standard Gage
USSWG	United States Steel Wire Gage
WCLA	West Coast Lumbermen's Association
WWPA	Western Wood Products Association

C. Definitions

Acceptance Certificate
Certificate to be issued by Authority certifying acceptance of the Work.

Addenda
Written interpretations, clarifications, and revisions to any of the Bid Documents issued by Authority or its authorized representative before the bid opening.

Advertisement
The public announcement, as required by law, inviting Bids for work to be performed, material to be furnished, or both.

Agreement
The document executed by Authority and the Contractor in conformance with the Contract Documents for the performance of the Work.

Approved
The written approval, endorsement or authorization by Authority, or the Engineer, of a proposal, plan, procedure, action, document, report, specification, design, or any parts thereof, undertaken, promulgated, or developed by the Contractor in accordance with the indicated requirements of the Contract Documents.

AREMA (Chapter No.)
American Railway Engineering and Maintenance-of-Way Association, Manual for Railway Engineering, Chapter No., e.g. AREMA 15.1.1.

AASHTO Division (No.) (Article No.)
AASHTO Standard Specifications for Highway Bridges Division I Design or Division II Construction and Article Number, e.g., AASHTO Division II 11.6.4.

Authority (PAAC Or PRT)
Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, acting by and through its officers, employees, agents or authorized representatives, designated by Authority.

Award
The acceptance by Authority of the lowest responsive Bid from a responsible Bidder as evidenced by the written Notice of Award to the Bidder.

Bid
The Bid from the Bidder for the Work, submitted on the prescribed Form of Bid properly signed, dated and guaranteed, including the Unit Price Schedule, if applicable, and all other required Bid submittals.

Bidder
An individual, firm, partnership, corporation, joint venture or combination thereof, submitting a Bid for the Work as a single business entity and acting directly or through a duly authorized representative.

Bid Documents
Documents provided by Authority for the purpose of soliciting Bids for the Work, including the Terms and Conditions, Technical Provisions, Appendices, Contract Drawings, and Addenda.

Bid Guaranty
Cashier's check, certified check or Bid Bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into

a Contract with Authority for the performance of the Work, and file acceptable bonds and insurance, if the Contract is awarded to it.

Bid Item (See Contract Item)

Building Owner
An individual, firm, partnership, corporation, company, association, joint stock association, or governmental or other entity having ownership, or duly authorized to act on behalf of those having ownership, of a building adjacent to or on the Worksite, or a building in which portions of the Work will be performed.

Busway
A limited access roadway operated by Authority and designed for exclusive use of buses and other vehicles authorized by Authority.

Calendar Day
Each and every day shown on the calendar.

Certificate of Acceptance of Final Inspection
Certificate issued by Authority certifying acceptance of the Work with the exception of contractual administrative demobilization work.

Certificate of Compliance
Certificate issued and notarized by the manufacturer certifying that material or equipment furnished is in compliance with the Contract Documents.

Change Order
A written order issued by Authority to the Contractor, delineating changes in the Contract Documents and establishing the basis of payment and time adjustments for the portion of the Work, if any, affected by the changes.

City Work
All portions of the Work that have been so identified in the Bid Documents and which will become the property of the City of Pittsburgh upon completion of said portions of the Work.

Complete in Place
The completion of all work on a Contract Item, in place, for which payment will include all material, equipment, tools, labor, and work incidental thereto, unless otherwise specified.

Conditional Acceptance
Authority's written acknowledgement of the conditional acceptance of a portion of the Work. Such Conditional Acceptance shall not waive or relinquish any rights of Authority under the Contract Documents.

Contract (See Agreement)

Contract Documents (Contract)
The Bid Documents, the Contractor's Bid, the executed Contract Forms, the Notice to Proceed, Change Orders and Field Orders.

Contract Drawings
The official plans, profiles, typical cross sections, general cross sections, elevations and details in the Contract Documents which show the locations, character, dimensions and/or details of the Work.

Contract Fixed Price Item
A specifically described item of work which is pre-priced in the Bid Documents.

Contract Forms
A set of documents issued by Authority for the Work, which includes, but is not limited to, the Advertisement, Form of Bid, Certification of Bidder, DB forms, Bid Bond, Agreement, Performance Bond, Labor and Materialman's Bond, and Maintenance Bond(s).

Contract Item (Pay Item)
An item of work for which a price is provided in the Contract Documents.

Contract Specifications (Specifications)
The directions, provisions, and requirements contained, or referenced, in the Contract Documents prescribing the requirements for performing the Work, or to the quantities and qualities of materials to be furnished or incorporated into the Work.

Contract Sum
The total dollar amount of the Contract, as it may be adjusted, from time to time, in accordance with the Contract Documents.

Contract Time (See Time of Completion)

Contracting Officer
The Contracting Officer for this Contract is Authority's Chief Engineer, unless otherwise identified by Authority in writing, or his or her designee.

Contractor
The individual, firm, partnership, corporation, joint venture or any combination thereof, who, as an independent contractor, has entered into the Agreement with Authority.

Data
Written information, including but not limited to, calculations and catalog cuts, prepared by the Contractor, its Subcontractors, or Suppliers in response to requirements set forth in the Contract Documents.

Day(s)
Day(s) mean Calendar Day(s), unless otherwise designated.

Diverse Business (DB)
A diverse business as defined in 74 Pa. C.S. § 303, as may be amended.

Engineer
The duly authorized representative of Authority, identified in the Contract Documents or otherwise, acting within the scope of the particular duties assigned to it.

The Engineer is Authority.

Erection Drawings
Working Drawings and calculations that Contractor, its Subcontractors, or Suppliers prepare which illustrate proposed method of erection.

Execute/Execution
The signing of a document by an authorized representative of Authority and/or an authorized representative of the Contractor.

Extra Work
An item of work not provided for in the Contract Documents but found essential to the acceptable completion of the Work.

Failure
Any detected inability of a material or equipment, or any portion thereof, to function or perform in accordance with the Contract Documents.

Field Order
A written notice issued to the Contractor by the Engineer specifying an action required of the Contractor.

Final Inspection
The inspection conducted by Authority, the Engineer, or both, verifying that the Work, with the exception of required contractual administrative demobilization work, has been satisfactorily completed in accordance with the Contract Documents.

Government
The Government of the United States of America.

Inspector
The Engineer's authorized representative assigned to make inspections of the Work.

Joint Venture
A legal association of entities formed for the purpose of bidding and executing the Contract as a single business entity.

Labor and Materialman’s Bond
The approved form of security furnished by the Contractor and its Surety as a guaranty to pay promptly, or cause to be paid promptly, in full, such sums as may be due for all material furnished, labor supplied or performed, rental of equipment used, and services rendered in connection with the Work.

Maintenance Bond(s)
The approved form of security furnished by the Contractor and its Surety as a guaranty to remedy, without cost to Authority, any defects

in the Work which may develop during the period(s) specified in the Contract Documents.

Notice of Award
A written notification from Authority to Bidder stating Authority has selected it as the responsible Bidder with the lowest responsive Bid.

Notice to Proceed
A written notice from Authority to the Contractor directing the Contractor to proceed with the Work.

Others
Individuals, partnerships, governmental bodies, corporate entities or agencies whose activities, services, facilities or equipment interfaces with or are impacted by the Work.

Pay Item (See Contract Item)

Performance Bond
The approved form of security furnished by the Contractor and its Surety as a guaranty to execute the Work in accordance with the Contract Documents.

Pre-Final Inspection(s)
All inspection(s), prior to the Final Inspection, conducted by Authority, the Engineer, or both, to determine if the Work, or any portion thereof, declared by the Contractor to be complete, has been satisfactorily completed in accordance with the Contract Documents, with the exception of contractual administrative demobilization work.

Procurement
The furnishing of all the items, material, equipment, data, design, services, management, labor, and incidentals, in the performance of the Work.

Product Data
Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

Professional Engineer (P.E.)
An engineer having a current Professional Engineer's license in the Commonwealth of Pennsylvania.

Professional Land Surveyor (P.L.S.)
A surveyor having a current Professional Land Surveyor's license in the Commonwealth of Pennsylvania.

Project (See Work)

Project Record Documents
A copy of the Contract Documents, approved Shop Drawings, Working Drawings, Samples, As-Built Drawings, Data, and other

documents required to be maintained by the Contractor during the Work.

Project Schedule
The schedule for the Work as prepared, submitted and maintained by the Contractor, and approved by Authority or the Engineer, in accordance with the Contract Documents.

Provided
Provided shall mean furnished, installed and completed by the Contractor in accordance with the Contract Documents.

Reference Drawings
Drawings provided for informational purposes only which: (1) indicate conditions which may exist in the field (i.e., Authority As-Built or Design Drawings from other projects); and/or (2) provide information as used by other outside agencies (i.e., selected PENNDOT Standard Drawings). The information included on such drawings shall not be construed as accurate and must be confirmed in the field by the Contractor.

Reliability
The probability that an item of work will perform its intended functions without failure and within design parameters under specified operating conditions for which it is designed and for a specific period of time.

Responsible Authority
Any person or agency empowered to protect the health, safety and well being of a community.

Road Maintenance Bond
The approved form of security furnished by the Contractor and its Surety as a guarantee on the part of the Contractor to remedy, without cost to Authority or a municipality, any damage to an identified municipality's streets in connection with the Work by the Contractor, its Subcontractors or its Suppliers which may occur during the period of construction from the date of the Notice to Proceed to the date of Certificate of Acceptance of Final Inspection.

Samples
Physical examples which illustrate material, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings
Drawings prepared by the Contractor, its Subcontractors or its Suppliers to supplement or detail the Contract Documents, and which are required by the Contract Documents or prepared by the Contractor to detail work not shown on the Contract Documents which will be incorporated in and become an integral part of the Work.

Special Standards of Responsibility
Specific and objective standards established by Authority for use in the Bid process that are designed to measure a Bidder's ability to

meet the specialized standards required for the Work.

Specifications (See Contract Specifications)

Standard Drawings
Drawings, showing standard details, produced to be used repeatedly on projects.

State
The Commonwealth of Pennsylvania

Subcontractor
Any individual, partnership, firm, corporation, joint venture or any combination thereof, who performs or installs, totally or partially, any portion of the Work for the Contractor as required to fulfill the Contract, by virtue of an agreement with the Contractor.

Substantial Completion
For the purposes of this Contract, substantial completion shall mean the date of the issuance of the Certificate of Acceptance of Final Inspection.

Supplier
Any individual, partnership, firm, corporation, joint venture or any combination thereof, who provides material, products, equipment or systems, but not labor or services, to the Contractor by virtue of an agreement with the Contractor.

Surety
The corporate body which is bound with and for the Bidder/Contractor for, among other things, the Bidder to enter into a contract, the satisfactory and timely performance of the Work by the Contractor, and the prompt payment in full for materials, labor, equipment, rentals, and services, as provided in the bonds required by the Bid Documents.

Technical Provisions
Specific requirements setting forth the descriptions of elements of the Work to be performed, the quality of required labor, material and equipment and the method of measurement and payment for the identified elements of the Work.

Temporary Work
Work provided by the Contractor for use during the performance of the Work, but which is to be removed prior to Final Inspection.

Terms and Conditions
Sections 00100 through 01700 inclusive.

Time of Completion (Contract Time)
The number of Calendar Days set forth in the Contract Documents for completion of the Work.

Total Bid
The total monetary amount of the Bid in dollars for performance of the Work calculated in accordance with the Bid Documents.

U. S. Department of Transportation (DOT)
The Secretary of the United States Department of Transportation, and other persons who may at the time be acting in the capacity of the Secretary or as an authorized representative of the Secretary or other persons otherwise authorized to perform the functions to be performed by DOT, including representatives of the Federal Transportation Administration (FTA).

Work (Project)
All operations, materials, equipment and labor required to furnish or provide a completed improvement as specified, shown, or indicated in the Contract Documents, including all alterations, amendments or extensions thereto made by Change Order, and all necessary and required administrative activities.

Working Drawings
Drawings and calculations prepared by the Contractor, its Subcontractors, or Suppliers, which illustrate work required for the construction of, but which will not become an integral part of, the Work, including, but are not limited to, drawings showing Contractor's plans for Temporary Work such as: decking, temporary bulkheads, support of excavation, support of utilities, groundwater control systems, forming and falsework, erection plans and underpinning.

Worksite
The area indicated in the Contract Documents in which the Contractor is to perform the Work or portions thereof. It shall also include areas obtained or used by the Contractor in connection with the Work, and any Authority property authorized for use by the Contractor in the performance of the Work.

D. Additional Definitions

1. Wherever in the Contract Documents the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or similar words are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription” of Authority is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or similar words, shall mean “approved by”, “acceptable to”, or “satisfactory to” Authority unless otherwise expressly stated.

2. Where “as shown”, “as indicated”, “as detailed”, or similar words are used, it shall be understood that the reference is made to the Contract Documents unless stated otherwise.

1.3 Referenced Standards

A. All materials, equipment and workmanship, specified by the number, symbol, or title of a referenced standard shall comply with the latest edition or revision thereof and all amendments and supplements thereto in effect on the date of the Advertisement, except where otherwise expressly stated. In case of a conflict between a

referenced standards and the Contract Documents, the Contract Documents shall govern.

B. Unless the Contract Documents indicate otherwise, any reference within a referenced standard to another part or section of the reference shall apply to the Work. Any reference to a standard includes amendments to the standard appearing in the Contract Documents.

ARTICLE 2 – BID REQUIREMENTS

2.1 Obtaining Bid Documents

A. Bid Documents shall be obtained from the offices of Authority, at the address indicated in the Advertisement.

2.2 Reserved

2.3 Commonwealth of Pennsylvania, Department of Transportation

A. The Work may be financed in part through a grant to Authority from PENNDOT, and is subject to the requirements of PENNDOT and other State authorities. Any action taken or required by Authority in compliance with such requirements shall not be cause for any claim against Authority or the State by the Contractor.

2.4 Bidder's Certification

A. Each Bidder shall submit the "Certification Of Bidder Regarding Debarment, Suspension and Other Responsibility Matters" (Form C-1) for Bids totaling over $25,000 or the "Certification Of Bidder Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion" (Form C-2) for Bids totaling $25,000 or less, whichever is appropriate, with its Bid.

B. The certifications in this Article 2.4 are material representations of fact by the Bidder upon which reliance will be placed by Authority. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to the State and others, Authority may pursue available remedies, including suspension and/or debarment.

C. The terms "covered transaction", "debarred", "suspended", "disqualified", "excluded", "ineligible", "lower tier", "participant", "persons", "principal", "proposal", and "voluntarily excluded", as used in this Article 2.4, have the meanings set forth in 2 C.F.R. Part 180.

D. Bidder agrees by submitting its Bid that, should it enter into the Contract with Authority, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or excluded from participation in the Contract, unless authorized in writing by Authority.

E. The Bidder shall verify that each person with which it enters into a covered transaction is not excluded or disqualified from entering into the transaction.

F. The Bidder further agrees and certifies by submitting its Bid that it shall include the provisions of this Article 2.4.C-F, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

G. Except for transactions authorized in this Article 2.4, if a Bidder or the Contractor knowingly enters into a covered transaction with a person who is suspended, debarred, excluded or disqualified from participation in the Contract, in addition to all remedies available to the State and others, Authority may pursue available remedies including suspension and/or debarment.

2.5 Bid Form Quantities

A. The quantities stipulated as "Estimated Quantities" in the Unit Price Schedule are approximate and are given only as a basis for the comparison of Bids. Authority does not expressly, or by implication, represent that the actual amount of the quantities placed will correspond to the Estimated Quantities stipulated in the Unit Price Schedule.

2.6 Examination Of Bid Documents, Worksite And Reference Material

A. 1. The Bidder shall carefully examine the Bid Documents, the Worksite and any conditions which may affect the Work. By submitting a Bid, the Bidder acknowledges that it has carefully examined the Bid Documents and the Worksite and satisfied itself as to the conditions potentially affecting the Work, including but not limited to, transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, utilities, water stages or similar physical conditions at the Worksite, and the character of labor, equipment and facilities needed prior to and/or during execution of the Work. The Bidder further acknowledges that it has investigated and satisfied itself as to the character, quality and quantity of surface and reasonably ascertainable subsurface conditions, geology, materials and obstacles to be encountered during, or potentially impacting, the Work by inspecting the Worksite and by reviewing all exploratory work done by Authority, as well as from information presented in the Bid Documents. Any failure by the Bidder to carefully and completely review the Bid Documents, the Worksite and any conditions potentially affecting the Work or to acquaint itself with all available information shall not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the Work nor relieve it from the responsibility for successfully performing the Work without

additional expense to Authority if the Bidder becomes the Contractor for this Contract.

2. The Bidder assumes all responsibility for any opinions and conclusions made by the Bidder of any written or oral representations made, or information provided by, Authority, the Engineer or any of the Authority's officers, employees or agents prior to or contemporaneous with the execution of the Contract. Such information or data, other than as set forth in the Bid Documents, is included only for the convenience of the Bidders.

B. Explanations desired by a Bidder regarding the Bid Documents shall be submitted in writing to Authority. Such requests shall state the Contract number and name of the Project. No response will be made by Authority to inquiries received less than ten (10) days prior to the date that Bids are due. Any response that Authority may choose to make will be in writing. Authority will not be bound by any explanation, clarification or interpretation, oral or written, by whomsoever made, that is not incorporated into an Addendum to the Bid Documents. Copies of all such Addenda will be sent to all listed holders of Bid Documents.

C. Drawings and specifications for related Authority contracts, if any, are identified in the Contract Documents and are available for inspection in the office of Authority. Drawings and specifications pertaining to such related work may be inspected by Bidders upon request to Authority. The Bidder shall familiarize itself with these documents and shall determine and take into account matters which may affect the Work.

D. The existing as-built and photographic reference materials are included with the Bid Documents electronically. The reference materials are provided for information purposes only. The information in these documents shall not be construed as accurate and must be confirmed in the field by the Bidder and the Contractor.

1. Grade Crossing Improvement Project Route 88 -9/2015

2.7 Preparation And Submission Of Bid

A. Bids shall be completed in ink on the Form of Bid (Form B) and must be manually signed. Evidence of the authority of the person signing the Form of Bid will be required with the Bid. If erasures or other changes appear on the Bid, each erasure or change must be initialed by the person signing the Bid. The Bidder shall submit, with the Form of Bid, the Certification of Bidder (Form C), along with the required Bid Guaranty. The Bidder shall also complete and submit, with its Bid, the Bidder/Subcontractor Data Form (Form G).

B. Prices shall be provided for each item set forth on the Form of Bid.

C. Written modification by Bidder of a Bid already submitted will be considered if received by Authority at the specified location before the time set for receipt of Bids. The modification by Bidder prior to the

time set for receipt of Bids shall be duly executed by the Bidder or its authorized representative, shall be clearly labeled as a modification of a Bid, and if an increase, shall be accompanied by an increase in the Bid Guaranty. Modifications by the Bidder received after the time stipulated for receipt of Bids will not be considered. Telegraphic or faxed modifications from Bidder will not be considered. Following bid opening and prior to award, Bids will be verified as to mathematical correctness by Authority. If a mathematical error is discovered, Authority will unilaterally correct the error to ascertain the correct Bid price submitted by Bidder. Identification of a mathematical error in the Bid by Authority will not automatically render the Bid non-responsive, and Authority, in its sole discretion, reserves the right to waive this irregularity.

D. Bidders must execute Bids as follows:

1. Sole Proprietor

   If the Bidder is an individual or sole proprietor, the Bid must be executed with a handwritten signature by the owner. In the event that the Bid is signed by a person other than the owner, then the Bid must contain supporting documentation, satisfactory as to form and substance to Authority, authorizing said person to bind the Bidder in contractual matters (such as a properly executed Power of Attorney).

2. Partnership

   If the Bidder is a general, limited or other partnership, the Bid must be executed with a handwritten signature by a general partner of that partnership. In the event that the Bid is signed by a person other than a general partner, then the Bid must contain supporting documentation, satisfactory as to form and substance to Authority, authorizing said person to bind the partnership in contractual matters.

3. Joint Venture

   If the Bidder is a joint venture, the Bid must be executed with a handwritten signature by each member or, in lieu thereof, by a member of the joint venture expressly designated as the authorized signatory on behalf of all the joint venturers as evidenced by supporting documentation submitted with the Bid and satisfactory as to form and substance to Authority.

   Any sole proprietor, partnership, or corporation that is a member of the joint venture and is signing the Bid either for the joint venture or for itself, must adhere to the above requirements of sub-paragraphs 1, 2 and 4 of this Article 2.7.D.

4. Corporation

   If the Bidder is a corporation or business trust, the Bid must be executed with a handwritten signature by either the president, vice president, secretary, assistant secretary, treasurer, or assistant treasurer of the corporation or business trust. In the

event that the Bid is signed by a person other than the aforementioned officers, then the Bid must contain supporting documentation, satisfactory as to form and substance to Authority, authorizing said person to bind the corporation or business trust in contractual matters (such as a copy of the resolution adopted by the Board of Directors and certified to by the secretary or assistant secretary of the corporation or business trust).

5. Other

If any general partner or joint venturer executing the Bid is a corporation or business trust, the Bid must be signed on behalf of such general partner or joint venturer by a duly authorized officer, trustee, director or other representative of such general partner or joint venturer and must be accompanied by supporting documentation evidencing such authorization and satisfactory as to form and substance to Authority.

E. Bids and modifications of Bids shall be submitted in a sealed envelope, clearly marked with the Contract name and number, date, time for receipt of Bids and name of Bidder. All submissions must be both received and time stamped by a representative of the Purchasing and Materials Management Department at or before the time for submission of Bids set forth in the Advertisement. Bids received or time stamped in the Purchasing and Materials Management Department after the advertised time for the submission of Bids shall be non-responsive and therefore ineligible for Award. The Bidder shall be solely responsible for assuring that its Bid is timely received and time stamped in accordance with the requirements of this Article.

F. Bids shall not include any of the following: alterations of form; additions not called for; a conditional Bid; an incomplete Bid; irregularities which make the Bid incomplete, indefinite or ambiguous; improper markings or identification or unbalanced prices.

G. The Bidder may be required to submit, in addition to the Bidder/Subcontractor Data Form (Form G), other applicable DB forms pursuant to Section 00200, Article 3 and/or 74 Pa.C.S. § 303, as may be amended, and information supporting its good faith efforts to secure Diverse Business participation in the Work.

H. The Bidder and the Contractor shall provide immediate written notice to Authority if at any time learns that any of the certifications provided as part of its Bid was erroneous when submitted or has become erroneous by reason of changed circumstances.

I. Failure by a Bidder to comply with the requirements of this Article 2.7 shall be sufficient ground for Authority to declare the Bid to be non-responsive and therefore ineligible for Award. Authority shall be the sole and final judge of what constitutes a non-responsive Bid.

2.8 Acknowledgement Of Receipt Of Addenda

A. Bidders shall acknowledge receipt of all Addenda on the Form of Bid in the space provided. Failure to acknowledge receipt of all Addenda may cause the Bid to be non-responsive.

2.9 Competency Of Bidders

In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the ability to meet the stated standards for the Work to be performed. By submitting a Bid, each Bidder agrees that the Authority may consider the Bidder's experience with similar types of construction projects, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors that could affect Bidder's performance of the Work. There are also Special Standards of Responsibility required to be met for a Bidder to be considered responsible that are set forth in Section 2.9C.

To establish responsibility, the following may be required from the Bidder:

A. 1. The Bidder may be required to submit statements of experience and qualifications, current financial statements and other information required by Authority to establish competency. The statements of experience must include all work the Bidder has under contract, both private and public, at the time of submission of its Bid, including the contract value and completion status. The financial statement must be certified and must reflect the Bidder's actual financial condition at the time of Bid.

2. Also, the Bidder may be requested to submit a copy of the Bidder's OSHA Form 300A, annual accident report for the previous year, EEO Policy and Program and EEO-1 form for the current and previous year.

3. Additionally, the Contract is subject to the provisions of the Pennsylvania Public Works Employment Verification Act (S.B. 637, Session 2011) and any and all regulations promulgated in regard to the Act and accordingly, the Bidder, on behalf of itself and any anticipated subcontractors, shall submit verification forms, approved by the Pennsylvania Department of General Services and otherwise acceptable to Authority, acknowledging responsibility for, and compliance with, the Act and that as required by the Act, they have each verified the employment eligibility of each new employee utilizing the U.S. Department of Homeland Security's E-Verify program.

4. The Bidder shall provide the information required in this Article 2.9.A and C to Authority within three (3) working days after being requested to do so by Authority.

B. The Bidder shall be considered to be non-responsible if, for example, Authority determines that the Bidder:

1. Does not meet the Special Standards of Responsibility required in Article 2.9C.
2. Does not have appropriate financial, material, equipment or personnel resources or expertise, or lacks the ability to obtain them;
3. Does not have a satisfactory record of performance;
4. Does not have a satisfactory record of integrity;
5. Does not have a satisfactory record of quality;
6. Does not have a satisfactory record of safety; or
7. Has not provided, in a timely manner, all necessary information in connection with Authority's inquiry concerning competency.

C. The Bidder shall also submit evidence that it (and/or its subcontractor(s) where specifically set forth below) meets the following Special Standards of Responsibility set forth for the Work:

1. The Bidder is a business entity with a minimum of *five (5)* years continuous business experience in the last seven (7) current to the present date. For purposes of this subsection 2.9(C)(1):
   a) A business entity means an entity with a corporate structure as described in Section 2.7 (D)(1)-(5).
   b) A predecessor entity to the Bidder means a business entity that was replaced by the Bidder as a successor entity and includes any predecessors of the predecessor entity.
   c) The Bidder is a successor entity where it: 1) has replaced a predecessor entity by obtaining assets, resources, and experience and is now carrying out the predecessor entity's affairs under the Bidder's name after acquisition, merger, purchase, consolidation or other similar business transaction; and 2) the Bidder can establish that the predecessor entity could have met the continuous business experience requirement in subsection 2.9(C)(1) on its own and whose assets and resources wholly now belong to the successor entity.
   d) The business experience of a predecessor entity to the Bidder may be considered by Authority where the Bidder is a successor entity as set forth in subsection 2.9(C)(1)(c).
   e) A Bidder can also include its business experience where is it the same business entity that has only changed its name.
   f) Experience of business officers alone from a prior entity shall not be considered in meeting the business

experience requirements of the Bidder as set forth in subsection 2.9(C)(1).

2. The Bidder has a minimum of three (3) years experience within the last five (5) years implementing *signal systems construction projects.*

3. The Bidder has a record of bonding ability, continuous for five (5) years prior to the submission of the bid. If a joint venture, all parties must comply

4. The Bidder shall submit evidence that it will have a minimum of two (2) key supervisory level personnel who shall be assigned to the Contract. The following shall be the minimum required experience for these individuals:

   a) The Project Manager shall be an individual with a minimum of five (5) years' experience in signal system construction projects of a similar nature, size and complexity of this project. Three (3) years of that experience shall have been as a Project Manager.

   b) The Field Superintendent shall be an individual with a minimum of five (5) years' experience in signal system construction projects of a similar nature, size and complexity of this project. Three (3) years of that experience shall have been in a supervisory position.

5. The Bidder has a Drug and Alcohol Program to meet the requirements of Section 00700, Article 14.

2.10 Bid Guaranty

A. Bids shall be accompanied by one or more of the following forms of Bid Guaranty: a cashier's check, a certified check or the Bid Bond (Form H), executed by a surety or sureties licensed to transact business in the Commonwealth of Pennsylvania and named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder, made payable to Port Authority of Allegheny County.

B. The amount of the Bid Guaranty shall equal at least five (5) percent of the Total Bid. A Bid shall be considered by Authority to be non-responsive unless such a Bid Guaranty is included with the Bid.

2.11 Withdrawal Of Bids

A. Bids may be withdrawn at any time prior to the time specified for the receipt of Bids by filing a written request for withdrawal with Authority, duly executed by the Bidder or its authorized representative. The withdrawal of a Bid, prior to the time specified for the receipt of Bids, does not prejudice the right of the Bidder to timely file a new Bid.

B. A request for withdrawal by a Bidder of its Bid received by Authority after the time specified for the receipt of Bids shall not be permitted

except as provided under the 73 P.S. Section 1601 et seq., entitled "Public Contracts Withdrawal of Bids."

2.12 Disqualification of Bidders

A. Submission of more than one Bid from an individual, firm, partnership, joint venture, corporation or combination thereof, under the same or different names, shall be cause for disqualification of the Bids submitted by such entities. Reasonable grounds for believing that any individual, firm, partnership, joint venture, corporation or combination thereof is interested as a principal in more than one Bid for the Work may cause the rejection of all Bids submitted by such individual, firm, partnership, joint venture, corporation or combination thereof.

2.13 Reserved

2.14 Bid Protest Procedures

Any actual or prospective Bidder who believes it is aggrieved in connection with the solicitation or award of the Contract may file a protest with Authority. The procedures applicable to, and for submitting, such protests are set forth at Authority's website at www.rideprt.org by following the links at the bottom of the page under the bolded heading "Business Center", then the link "Doing Business with Us," then the link "Procurement," then the link "Purchasing Information," and then by expanding the drop-down "Bid Protest Procedures" and finally the link "Protest Procedures".

2.15 Federal, State and Local Taxes

A. The Contract Sum shall include all applicable federal, state and local taxes, fees and duties, and the Contractor shall be solely responsible for payment thereof.

B. Authority shall, when appropriate, furnish to the Contractor appropriate evidence to establish exemption from any taxes, fees or duties which may be applicable to the Contract. Except as otherwise provided in the Contract Documents, appropriate evidence to establish exemption from taxes, fees or duties will be furnished only at the discretion of Authority.

C. In accordance with the provisions of the Pennsylvania Sales and Use Tax Act, the Pennsylvania Intergovernmental Authority Act for Cities of the First Class and § 3150-B through 3157-B of the Second Class Code, all materials, with the exception of portions of the Work specifically identified in Article 2.15.C.5 below, that the Contractor shall permanently install, including property, machinery, equipment or parts as identified in the Contract Documents, in or for the Work (hereinafter referred to in Article 2.15.C as "material" or "materials"), have been determined to be exempt from Pennsylvania Sales and Use Tax and the local sales and use tax imposed by the City of Philadelphia and Allegheny County (collectively "Sales and Use Tax").

1. The Contractor shall advise the Engineer in writing of the specific materials the Contractor or its Subcontractor or Suppliers will procure for the Work. Specifically, the Contractor shall provide the following written information to the Engineer:

    a) The name and address of the purchaser of each material;

    b) The name and address of the seller from which the material is to be purchased.

    c) The specific nature and quantity of the material and how the material will be used for the Work;

    d) Identify if the purchaser holds a Sales and Use Tax license; and

    e) Any other information reasonably requested by the Engineer.

2. After receipt of all such information, Authority will provide the Contractor with the following:

    a) The appropriate "Certification", a copy of which the Contractor or its Subcontractor or Supplier shall tender to the seller of the materials if the Contractor or its Subcontractor or Supplier does not hold a Sales and Use Tax license; or

    b) A Blanket Exemption Certificate for said materials if the Contractor or Subcontractor or Supplier holds a Sales and Use Tax license.

3. The Contractor, its Subcontractor, and its Supplier shall abide by the procedures set forth in the Pennsylvania Sales and Use Tax Regulations § 31.11 through 31.13, as amended, in securing the Sales and Use Tax exemption for these items.

4. In the event that the Pennsylvania Department of Revenue asserts that any materials identified as tax-exempt by Authority, pursuant to this provision or otherwise, and purchased by the Contractor, its Subcontractor and/or Suppliers of any tier (the "Purchaser") as part of this Contract are taxable, then the Contractor shall promptly and completely follow the procedures set forth below in order to secure any reimbursement of such asserted Sales and Use Tax under this Contract, otherwise the Contractor waives any right to seek recovery from Authority for the payment of any such asserted Sales and Use Tax:

    a) Within five (5) business days of the issuance by the Department of Revenue of a written audit report, or other form of written notification asserting Sales or Use Tax against the Purchaser by the Department of Revenue relating to materials identified as exempt in the Contract, the Contractor shall provide a copy of such written notification to the Engineer identifying the Contract and specific materials to which the asserted Sales or Use Tax relates.

b) In addition, within five (5) business days of the date of issuance by the Department of Revenue of a Notice of Assessment relating to materials identified as exempt in the Contract, the Contractor shall provide a copy of the Notice of Assessment to the Engineer, identifying the Contract and specific materials to which the asserted Sales and Use Tax relates.

c) The Purchaser shall not settle, compromise, nor allow to expire any relevant period for review or appeals if an adverse determination is made or otherwise dispose of any asserted Sales or Use Tax claim made by the Department of Revenue without the prior written consent of Authority. Also, the Contractor shall provide Authority with a written power-of-attorney, in a form satisfactory to Authority, to allow Authority the right to control and/or participate in, at the sole expense of Authority, any negotiation, settlement, compromise or other disposition of any such asserted Sales or Use Tax claim and/or prosecute or defend any appeal or litigation which results therefrom.

5. Authority <u>is not claiming</u> exemption from Sales and Use Tax with respect to any of the materials for the Work with the exception of the following:

a) Motorman indicators
b) Blankout Signs
c) AFO Cases (does NOT include foundations)
d) Crossing Cases (does NOT include foundations)

6. In the event that Authority later determines that any of the materials required to complete the portion of Work described in Article 2.15.C.5 above are exempt from Sales and Use Tax:

a) If such determination is made by Authority prior to final payment pursuant to Section 01200, Article 5, a Change Order will be issued to reflect an equitable adjustment (decrease) in the Contract Sum to reflect such exemption; or

b) If such determination is made by Authority after final payment is made pursuant to Section 01200, Article 5.

1) The Contractor shall, pursuant to documents satisfactory to Authority, promptly assign and transfer to Authority all of the Contractor's rights to any refund of Sales and Use Tax paid by the Contractor with respect to said material, including the right to file a petition for refund of Sales and Use Tax and to appeal any adverse determination or

decisions by any administrative agency or court of law with respect to such Sales and Use Tax; or

2) Alternatively, at the sole discretion of Authority, the Contractor shall obtain a refund of Sales and Use Tax from the Department of Revenue and promptly remit to Authority the refunded Sales and Use Tax and any interest thereon paid by the Department of Revenue less the Contractor's reasonable administrative expenses actually incurred in obtaining the refund.

c) The Contractor shall, at all times, provide Authority with such assistance as may be requested by Authority in connection with Authority's efforts to secure any refund of Sales and Use Tax, including unrestricted access to any records or other information which may be relevant to such refund. Without limiting the generality of the foregoing, the Contractor shall retain, and shall cause its Subcontractors and Suppliers of any tier to retain, until the applicable statutes of limitations (including any extensions) have expired, all records or information which may be relevant to the payment of Sales and Use Tax for all materials described in Article 2.15.C.5 above and/or any refund thereof for all tax periods or portions thereof ending before or including the date of the issuance of the Acceptance Certificate and shall not destroy or otherwise dispose of any such records without first providing Authority with a reasonable opportunity to review, copy and/or take possession of the same.

7. The Contractor shall include, or have included, the requirements of this Article 2.15 in all contracts with its Subcontractors and Suppliers of any tier.

ARTICLE 3 – DIVERSE BUSINESS UTILIZATION REQUIREMENTS

3.1 DB Program Policy

A. The Contractor and its Subcontractors shall not discriminate on the basis of race, color, religion, creed, age, disability, national origin, sexual origin, gender identity or status as a parent in the performance of this Contract. Failure by the Contractor or its Subcontractors to carry out these requirements is a breach of the Contract, which may result in the termination of this Contract or such other remedy as Authority deems appropriate. The Contractor hereby further represents, certifies and affirmatively assures Authority that it shall include, or caused to be included, the foregoing language in this Article 3.1.A in all subcontracts, of any tier, for the Work.

B. The Contractor, on behalf of itself and its Subcontractors, agrees to make a good faith effort to ensure that properly certified Diverse Businesses (each a "DB"), as defined in 74 Pa. C.S. § 303, shall have

the maximum opportunity to participate in the performance of contracts and subcontracts provided under or for this Contract. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that DBs have the maximum opportunity to compete for and perform contracts and subcontracts and shall document in good faith, and to Authority's satisfaction, all efforts to solicit contracts and subcontracts from DBs.

3.2 Bidder/Contractor Requirements

A. Bidder DB Commitment – It is the policy of Authority that DBs shall have the maximum opportunity to participate in the performance of contracts and subcontracts, and the Bidder agrees:

1. To make a good faith effort to ensure that DBs have the maximum opportunity to participate in the performance of the Contract. In this regard, the Bidder shall take all necessary and reasonable steps to ensure that DBs have the maximum opportunity to compete for and perform work for the Contract. The Bidder shall not discriminate on the basis of race, color, creed, age, disability, religion, sex, age or national origin in the award and performance of subcontracts under the Contract.

2. Failure of the Bidder to carry out the above requirements may cause the Bidder to be non-responsive and ineligible for award. Following the award of the Contract, if the Contractor fails to carry out the above requirements, the Contractor shall be in breach of the Contract which may result in termination of the Contract by Authority or such other remedy as Authority deems appropriate or as otherwise provided by law and/or in the Contract Documents.

B. Bidder/Contractor Required Procedure – The Bidder/Contractor shall perform, within the time frames, the following:

1. The Bidder/Contractor shall designate a representative (the "Contractor's Representative") to administer the Bidder's/ Contractor's DB plan, to contact the Authority DBE representative, to work with DB subcontractors, and to attend all meetings pertaining to DB utilization.

2. In order to demonstrate that good faith efforts were made by the Bidder to secure DB participation, the Bidder shall submit the following information to Authority when requested:

a) The names, addresses and telephone numbers of DBs that were contacted;

b) A description of the information provided to DBs regarding the plans and specifications for portions of the Work to be performed; and

c) A statement of why additional agreements with DBs were not reached.

3. The Bidder shall submit its bid to Authority in accordance with the Bid Documents.

4. Upon being requested to do so by Authority, the Bidder shall, within three working days from receipt of such request, sign and submit to Authority the following:

    a) Name and address of DB firms that will participate in the Contract;

    b) A description of the work that each DB will perform; and

    c) The dollar amount of the participation of each DB firm.

5. The Bidder/Contractor shall make a good faith effort to replace a DB subcontractor with another DB. The good faith effort shall be directed at finding another DB to perform, at least, the same amount of work for the Contract as the DB that was terminated.

6. The Contractor shall be required to make a good faith effort to identify additional opportunities for DB participation, if work, which the Contractor originally intended to have performed by a DB, is reduced or eliminated as a result of a Change Order.

7. For purposes of the Contract, in addition to other provisions in this Article, “good faith” effort includes, but is not limited to:

    a) Efforts made to solicit through all reasonable and available means the interest of certified DBs with the capacity to perform a portion of the Work. The Bidder should provide written notification at least fifteen (15) calendar days before Bid opening to allow the DBs to respond to the solicitation. Furthermore, the Bidder should determine if the DBs are interested by taking appropriate steps to follow up the initial solicitations;

    b) Efforts made to identify portions of the Work which can be performed by DBs which should include, where appropriate, breaking out items of work into economically feasible units to facilitate DB participation;

    c) Efforts made to provide interested DBs with adequate information about the plans, specifications and requirements of the Contract to assist them in responding to a solicitation;

    d) Efforts made to negotiate, in good faith, with interested DBs to perform a portion of the Work. A Bidder shall consider a number of factors in negotiating with subcontractors, including DB subcontractors, and should take a proposed subcontractor’s price and capabilities into consideration as well as its own ability to perform such work with its own work forces;

    f) Efforts made to thoroughly investigate DBs’ qualifications based on their capabilities;

    g) Efforts to assist interested DBs in obtaining bonding, lines of credit and/or insurance;

h) Efforts to effectively use existing databases and the resources of supportive services to assist in finding DBs; and

i) Efforts made to provide DBs with the opportunity to perform work added to the Contract through a Change Order.

C. DB Review Meeting – The Bidder shall meet with Authority at Authority's request to discuss the Bidder's DB plan. The purpose of the meeting is to consider whether the DB commitment of the Bidder is in compliance with the Bid Documents. At the meeting, the Bidder will have an opportunity to present information pertinent to its compliance with the applicable requirements.

D. Contractor Records and Reports

1. To ensure that all obligations under contracts awarded to DBs are met, Authority shall review the Contractor's DB involvement efforts during the performance of the Contract which may include, among other things, evidence of payments made to the DB. The Contractor, as part of its pay estimate submittals, shall report on the status of the DB involvement on the Contract using the DB Utilization Report form provided by the Engineer. Also, the Contractor shall immediately bring to the attention of Authority any situation in which regularly scheduled progress payments are not made to DB Subcontractors.

2. The development of a comprehensive monitoring system enables Authority to assess progress in achieving DB utilization, determine the priorities for allocating Authority staff time, and identify problem areas in a timely fashion. In order to carry out this monitoring, a record-keeping system should be developed which will identify and assess the Contractor's progress in utilizing DBs. Specifically, the Contractor shall maintain records showing:

a) Awards to DB firms, including at a minimum:

(1) Names of DB subcontractors;

(2) Nature of work; and

(3) Total value of the subcontract.

b) Specific efforts to identify and award contracts to DBs, including but not limited to:

(1) Number and identity of DB contacted and invited to quote/bid by contract; and

(2) Number and identity of DBs responding by contract.

E. Penalties – During the performance of the Contract and for a period of up to three (3) years following completion of the Work, Authority may conduct reviews for compliance with the requirements of the

DB program. Such reviews may include the evaluation of the Contractor's reports, desk audits and site visitations. Where the Contractor is found to be in non-compliance with the requirements of the DB Program during performance of the Contract, it will be required to take corrective action. If corrective action is not promptly taken by the Contractor, the following sanctions may be instituted (singularly, in any combination and in addition to any other remedies provided by law):

1. Authority may withhold further payments under the Contract;
2. The Contractor may be ordered to stop work without Authority being responsible for any resulting damages, costs or delays;
3. The Contract may be terminated;
4. Suspension or debarment proceedings may be commenced; and/or
5. The relevant performance bonds may be enforced.

END OF SECTION

Section 00300 – Information Available to Bidders

Table of Articles

Article 1 – Subsurface Conditions Data

1.1 Existing Geotechnical Information
1.2 Bidders Subsurface Investigation

ARTICLE 1 – SUBSURFACE CONDITIONS DATA

1.1 Existing Geotechnical Information

A. Where investigations of subsurface conditions in those areas where a portion of the Work is to be performed have been made for, or by, Authority, Bidders may, upon request, inspect the records of such investigations in the office of Authority or at other locations as indicated in the Bid Documents.

B. Investigations of subsurface materials or conditions conducted for, or by, Authority and the data generated therefrom are solely for study and design purposes only. Bidders shall form their own opinions and conclusions from the data available and from such other investigation they may perform or other information as they deem necessary to obtain. Authority and the Engineer make no representation, warranty, or guaranty, either expressly or by implication, that the materials or conditions indicated by such subsurface investigations are representative of those existing throughout the area of the Work or between the borings, that unforeseen developments may not occur, that materials or conditions other than those indicated may not be present or that materials or conditions may not be present in proportions different from those indicated. All responsibility and risks of error and loss in relying on and in interpreting such investigations, records and/or data, and any damages or costs arising therefrom, are assumed solely by the Bidder and the Contractor.

C. When a test boring log showing a record of the data obtained by the investigations of subsurface conditions is provided in the Bid Documents, said log represents only the opinion of the soils engineer as to the character of the materials encountered during the test borings. Such data is included only for the convenience of the Bidders. Authority and the Engineer make no representation, warranty or guaranty, either expressed or implied, in regard thereto.

D. Information derived from an inspection of the records of subsurface investigations or from the maps, specifications, profiles or other drawings by the Bidder shall not relieve the Bidder or the Contractor from the responsibility of making its own evaluations, inspections and determinations in regard to the existing subsurface conditions at the Worksite. The Foundation Report Letter Submittal dated August 4, 2023 is provided for information.

E. Soil samples and rock cores are available for review. This material will be available for review, by appointment only, between the hours of 8:00 am and 3:30 pm, Monday through Friday, during the Bid period. Individuals wishing to review this material should contact John Murphy 412-926-6543 to schedule an inspection.

F. In performing the Work, the Contractor may encounter foundations, basement vaults, piles, retaining walls, dock walls, tie backs, abandoned structures, canals, wells, tunnels, and other facilities that are not shown on the plans or described in the Contract Documents.

Authority makes no representation, warranty or guaranty of the existence, location, dimensions, quantity, condition or types and characteristics of such structures or facilities within the Worksite. The Bidder, and the Contractor, shall make its own evaluation, inspection and determination in regard to the existence of such structures and facilities and shall be responsible for properly addressing all such structures and facilities in performing the Work at no additional cost to Authority. No time extensions shall be granted the Contractor for any delays as a result of the Contractor encountering such structures or facilities.

G. Some subsurface areas of the Worksite contain fill material which may contain debris, trash, concrete, block, brick, stone, asphalt, timber, or other obstructions to the progress of the Work. Authority makes no representation, warranty or guaranty as to the existence, quantity, condition, types or characteristics of subsurface debris that might exist on the Worksite. The Contractor shall be responsible for removing and disposing of all such debris encountered in the excavation at no additional cost to Authority. No time extensions shall be granted to the Contractor for any delays as a result of the Contractor encountering any such subsurface debris.

H. Hydrostatic heads as identified in the Bid Documents or represented in any other reference documents made available to the Bidder prior to the receipt of the Bids may vary substantially during the performance of the Work depending on the time of year, amount of rain or snow, and water elevation of the water courses near the Worksite. The Contractor shall conduct its operations and provide equipment that is suitable for use with full consideration of the highest hydrostatic heads which may be encountered.

1.2 Bidders Subsurface Investigation

Bidders may make their own subsurface investigations to establish the quantities, types and characteristics of materials to be encountered during the performance of the Work. Any such investigation shall be conducted at the Bidder's sole expense.

If the Bidder requires additional time to conduct its investigation beyond the advertised date for receipt of Bids, the Bidder may submit a written request to Authority stating the additional time necessary to complete its investigation. Authority may consider the request and, at its sole discretion, may adjust the date for receipt of Bids by issuing an addendum to the Bid Documents.

END OF SECTION

Section 00400 – Bid/Award Forms

Table of Articles

Article 1 – <u>Bid/Award Forms</u>

- Form of Bid (Form B)
- Certification of Bidder (Bids totaling over $25,000) (Form C)
- Certification of Bidder (Bids totaling $25,000 or less) (Form C-2)
- Reserved (Form D)
- Reserved (Form E)
- Reserved (Form F)
- Bidder/Subcontractor Data Form (Form (G)
- Bid Bond (Form H)
- Agreement (Form I)
- Subcontractor Utilization Report Form (Form K)

ARTICLE 1 – BID/AWARD FORMS

FORM B

FORM OF BID

SR 88 GRADE CROSSING IMPROVEMENT PROJECT
CONTRACT NO. SYS-26-02

FROM:

_____

_____

_____

TO: Port Authority of Allegheny County
d/b/a Pittsburgh Regional Transit
Heinz 57 Center
345 Sixth Avenue, Third Floor
Pittsburgh, Pennsylvania 15222-2527
Attn: Purchasing and Materials Management Department

Having carefully examined the conditions affecting the cost of the Work and the Bid Documents entitled SR 88 GRADE CROSSING IMPROVEMENT PROJECT CONTRACT NO. SYS-26-02 Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit (Authority), the undersigned agrees to all the terms and conditions set forth in the Bid Documents.

Total Bid [written amount]:

_____

_____ DOLLARS $ _____

Security in the sum of _____ DOLLARS ($ _____) (minimum

5% of the Total Bid) in the form of _____ is submitted herewith as Bid

Guaranty.

The undersigned hereby acknowledges receipt of the following Addenda:

No._____ Dated: _____
No. _____ Dated: _____
No. _____ Dated: _____

PORT AUTHORITY OF ALLEGHENY COUNTY
d/b/a PITTSBURGH REGIONAL TRANSIT
RT 88 GRADE CROSSING
IMPROVEMENT PROJECT
CONTRACT NO. SYS-26-02

FORM B
UNIT PRICE SCHEDULE

BID ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
01800	Erosion and Sedimentation Control	LS	1		
01806	Field Office	LS	1		
01850	Miscellaneous Unforeseen Conditions (As Directed)	PDA	1	$250,000.00	$250,000.00
01855	Mobilization	LS	1		
01910	Maintenance and Protection of Traffic	LS	1		
01915	Miscellaneous Unforeseen Maintenance and Protection of Traffic (As Directed)	PDA	1	$25,000.00	$25,000.00
01930	Selective Demolition	LS	1		
02090	Removal and Disposal of Regulated Fill	TON	25		
02350	Drilled Caisson Foundations	LS	1		
02761	Pavement Markings	LS	1		
02891	Signing	LS	1		
05740	Bollards	EA	2		
13572	Grade Crossing Warning System	LS	1		

BID: _____

Alterations and/or changes in any part of this Bid or failure to furnish a complete Bid and all information required for the Bid will be reason for rejection.

NO BID PRICE WILL BE CONSIDERED UNLESS THE BID PRICE IS FIRM AND WITHOUT QUALIFICATIONS

Executed this _____ day of _____, 20__

_____ (Name of Company)

_____ (Telephone Number)

_____ (e-mail Address)

_____ (Mailing Address)

_____ (Fax Number)

(IF A SOLE PROPRIETOR)

If the executing signature is provided by someone other than the Owner, appropriate additional information MUST BE SUBMITTED WITH THE BID to prove that the Owner is bound by the person signing the Bid. (See Section 00200, Article 2.7.D.1 the Bid Documents).

_____ (Name of Company)

_____ (Handwritten Signature of Owner)

_____ (Name of Owner - TYPED)

(IF A PARTNERSHIP)

If the executing signature is provided by someone other than a General Partner, appropriate additional information MUST BE SUBMITTED WITH THE BID to prove that the partnership is bound by the person signing the Bid. (See Section 00200, Article 2.7.D.2 of the Bid Documents).

_____ (Name of Company)

_____ (Handwritten Signature of Owner)

_____ (Name of General Partner - TYPED)

(IF A CORPORATION)

If ANY title is used other than the one listed below, appropriate additional information MUST BE BID WITH THE BID to prove that the corporation is bound by the person signing the Bid. (See Section 00200, Article 2.7.D.4 of the Bid Documents).

President -- Vice President
Secretary -- Assistant Secretary
Treasurer -- Assistant Treasurer

_____ (Name of Corporation)

_____ (Handwritten Signature)

_____ (Name and Title - TYPED)

(IF A JOINT VENTURE)

If the Bid is not signed by <u>every</u> member of the joint venture, appropriate additional information MUST BE SUBMITTED WITH THE BID to prove that the joint venture is bound by the person(s) signing the Bid.

Each member that signs the Bid must adhere to the signature requirements for sole proprietors, partnerships or corporations as appropriate. (See Section 00200, Article 2.7.D.3 of the Bid Documents).

If there are more than two joint venturers signing the Bid, the additional signatures must be provided on an additional page.

_____
(Name of Joint Venture)

_____
(Name of First Party of Joint Venture)

_____
(<u>Handwritten</u> Signature)

_____
(Name and Title - TYPED)

_____
(Name of Second Party of Joint Venture)

_____
(<u>Handwritten</u> Signature)

_____
(Name and Title - TYPED)

<u>REMINDERS:</u>

<u>THE BID</u>

- □ Did you fill in the necessary blanks on all of the pages?
- □ Did you quote Unit Prices where applicable?
- □ Did you acknowledge receipt of Addenda, if any?
- □ VERY IMPORTANT! Did you provide an appropriate signature (with title) for execution of the Bid (and include appropriate documentation supporting a claim of authorization to bind the company, if required)? [Refer to Section 00200, Article 2.7.D for specific requirements.]
- □ Did you complete and submit the "Certification of Bidder Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion (for Bids totaling $25,000 or less *only*)" form? (You may skip to the "Other Requirements" section, below.)
- □ Did you complete and submit the “Certification of Bidder Regarding Debarment, Suspension and Other Responsibility Matters (for Bids totaling over $25,000 *only*)” form?

<u>OTHER REQUIREMENTS</u>

- □ Did you return your bid in the pre-addressed envelope supplied by Port Authority and clearly identify the bid number and your company’s name on the envelope?
- □ Did you carefully review Section 00200, Article 3 pertaining to Diverse Business Utilization Requirements, including good faith efforts?

FORM C

CERTIFICATION OF BIDDER
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
(for Bids totaling over $25,000)

(Bidder) _____certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal or State department or agency;

2. Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for: the commission or performance of fraud or a civil or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission or conduct of embezzlement, theft, forgery, bribery, falsification, misrepresentation or destruction of records, making false statement or receiving stolen property;

3. Are not presently indicted, criminally or civilly charged, nor have a pending criminal or civil claim or action brought, by a governmental entity (Federal, State or local) for the commission of any of the offenses, violations or claims enumerated in paragraph (2) of this Certification; and

4. Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this Certification, the Bidder shall attach an explanation to this Certification.

(Bidder) _____, CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

FORM C-2

CERTIFICATION OF BIDDER
REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
(for Bids totaling $25,000 or less)

(Bidder) _____ certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible for voluntarily excluded from participation in this transaction by any Federal or State department or agency.

If the Bidder is unable to certify to any of the statements in this Certification, the Bidder shall attach an explanation to this Certification.

(Bidder) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

FORM D

RESERVED

FORM E

RESERVED

FORM F

RESERVED

FORM G

BIDDER/SUBCONTRACTOR DATA FORM

SR 88 GRADE CROSSING IMPROVEMENT PROJECT
CONTRACT NO. SYS-26-02

The following information is being provided by the Bidder for itself and all parties that Bidder has contacted, and/or which have indicated an interest, to be a Subcontractor to perform the Work:

Bidder Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____

Subcontractor Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____
Nature of Work to Perform for Contract: _____

Subcontractor Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____
Nature of Work to Perform for Contract: _____

Subcontractor Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____
Nature of Work to Perform for Contract: _____

BIDDER/SUBCONTRACTOR DATA FORM (Continued)
(Add additional pages as necessary)

Subcontractor Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____
Nature of Work to Perform for Contract: _____

Subcontractor Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____
Nature of Work to Perform for Contract: _____

Subcontractor Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____
Nature of Work to Perform for Contract: _____

Subcontractor Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____
Nature of Work to Perform for Contract: _____

Subcontractor Name: _____
Address: _____
_____
Phone Number: _____
DB Status: Yes (_____) No (_____) Certifying Agency _____
Year Business Entity was established: _____
Annual Gross Receipts of the Business Entity: _____
Nature of Work to Perform for Contract: _____

FORM H

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That _____

_____(Bidder) as PRINCIPAL,

and _____ as SURETY, are held and firmly bound unto Port Authority of Allegheny County, hereinafter called Authority, 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 and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted the accompanying Bid dated _____ 20__, for SR 88 GRADE CROSSING IMPROVEMENT PROJECT, CONTRACT NO. SYS-26-02.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within either the appropriate sixty (60) day or one-hundred twenty (120) day period after said opening, or as otherwise provided in 73 P.S. Section 1602, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to it for signature, enter into a written Contract with Authority in accordance with the Bid accepted, and execute and deliver to Authority all bonds and other instruments required to be executed and delivered by the Principal in accordance with the Bid Documents, or in the event of the withdrawal of said Bid within the period specified or the failure to enter into said Contract and to execute and deliver to Authority all bonds and other instruments required to be executed and delivered by the Principal in accordance with the Bid Documents within the time specified, or if no time is specified, within ten (10) days after the prescribed forms are presented to it for signature, if the Principal shall pay Authority the difference between the amount specified in said Bid and the amount for which Authority may procure the required work, equipment or supplies, if

the latter amount be in excess of the former, together with all other loss, damage or expense suffered by Authority thereby, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Said Surety, for value received, hereby stipulates and agrees that the obligations of said Surety under this Bond shall in no way be impaired or affected by an extension of the time within which said bid may be accepted and said Surety does hereby waive notice of any such extension.

Said Surety agrees that its liability hereunder shall be absolute regardless of any liability of the Principal hereunder whether by reason of any irregular or unauthorized execution of or failure to execute this Bond or otherwise.

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

IN PRESENCE OF:

PRINCIPAL

(IF SOLE PROPRIETOR):

_____ _____
Witness Signature of Proprietor

_____
Business Name and Address

(IF A PARTNERSHIP):

_____ _____
Witness Signature of General Partner

_____
Business Name and Address

(IF A CORPORATION OR JOINT VENTURE):

ATTEST:

_____
Signature of Authorized Representative
(Affix Corporate Seal, If a corporation)

_____ _____
Name and Title

_____
Business Name and Address

SURETY

ATTEST:

_____
Signature of Authorized Representative
(Affix Corporate Seal)

_____ _____
Name and Title

_____
Business Name and Address

FORM I

PORT AUTHORITY OF ALLEGHENY COUNTY
d/b/a PITTSBURGH REGIONAL TRANSIT

SR 88 GRADE CROSSING IMPROVEMENT PROJECT

CONTRACT NO. SYS-26-02

AGREEMENT

This Agreement made as of the _____ day of _____ 20__, by and between PORT AUTHORITY OF ALLEGHENY COUNTY d/b/a PITTSBURGH REGIONAL TRANSIT, a body corporate and politic organized and existing under the provisions of the Second Class Port Authority Act, as amended, and having its principal office at 345 Sixth Avenue, Third Floor, Pittsburgh, PA 15222-2527, (hereinafter called "Authority") and (----CONTRACTOR NAME & ADDRESS----) (hereinafter called the "Contractor").

WITNESSETH, that Authority and the Contractor, for the consideration hereinafter named, and intending to be legally bound, agree as follows:

ARTICLE I – DEFINITION OF TERMS

Whenever terms or abbreviations are used in this Agreement, they shall have the meaning set forth herein. Otherwise they shall have the meaning set forth in the Bid Documents for SR 88 GRADE CROSSING IMPROVEMENT PROJECT , Contract No. SYS-26-02.

ARTICLE II - SCOPE OF WORK

The Contractor agrees to furnish all materials, equipment, transportation, labor and supervision and perform all labor and services necessary and incidental for the proper, timely and satisfactory completion of the Work as set forth, and provided for, in the Contract Documents, which are incorporated herein, and to do all other acts and tasks required by the Contract Documents.

ARTICLE III - THE CONTRACT SUM

In consideration of the Contractor's proper, timely and satisfactory completion of the Work, and the performance of all acts and tasks required by the Contract Documents, Authority agrees to pay to the Contractor and the Contractor agrees to accept from Authority, as full payment for the Work and as a complete discharge of Authority's liability to make payment to the Contractor for the Contractor's performance of the Work and this Agreement, the sum of:

_____

_____

($ _____), (hereinafter referred to as the "Contract Sum"), subject to additions and deductions as provided in the Contract Documents.

ARTICLE IV - CONTRACT DOCUMENTS

In the event that any provision of the Contract Documents conflicts with another provision of the Contract Documents, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

A. The executed Agreement and any Change Orders thereto
B. Technical Provisions
C. Contract Drawings
D. Terms and Conditions
E. Bonds
    1. Performance Bond
    2. Labor and Materialman's Bond
    3. Bid Guaranty
F Form of Bid
G. Other Contract Documents

ARTICLE V - ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be, and shall operate as, a release to Authority of all claims of, and liability to, the Contractor for the Work or arising under this Agreement and for every act, omission or neglect of Authority, the Engineer or other person relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Agreement or the other Contract Documents, shall be evidence of the proper performance of the Agreement or the Work, in whole or in part, by the Contractor or shall be construed to be acceptance by Authority of defective or improper work, materials or equipment or the failure by the Contractor to comply with the requirements of the Contract Documents.

ARTICLE VI - SUCCESSORS AND ASSIGNS

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon Authority and the Contractor respectively and their successors, assigns and legal representatives.

ARTICLE VII - GOVERNING LAW

This Agreement and the other Contract Documents shall be interpreted, endorsed and governed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its choice of law and conflict of law provisions.

ARTICLE VIII – ENTIRE AGREEMENT

This Agreement and the other Contract Documents set forth the entire agreement between the parties with respect to the subject matter thereof, and they supersede all prior or contemporaneous discussions, agreements, and understandings, both written and oral, among the parties with respect thereto.

IN WITNESS WHEREOF, the above bounden parties have executed this Agreement as of the day and year first above written, the name and corporate seal of each corporate party being hereto affixed and duly signed by its authorized representatives, pursuant to authority of its governing body.

IN PRESENCE OF:

ATTEST:

PORT AUTHORITY OF ALLEGHENY COUNTY d/b/a PITTSBURGH REGIONAL TRANSIT

_____ _____

(Seal) Signature of Authorized Representative

(IF SOLE PROPRIETOR):

_____ _____

Witness Signature of Proprietor

_____

Business Name and Address

(IF A PARTNERSHIP):

_____ _____

Witness Signature of General Partner

_____

Business Name and Address

(IF A CORPORATION OR JOINT VENTURE):

ATTEST:

_____

Signature of Authorized Representative
(Affix Corporate Seal, if a Corporation)

_____ _____

(Seal) Name and Title

_____

Business Name and Address

FORM K

SUBCONTRACTOR UTILIZATION REPORT

SR 88 GRADE CROSSING IMPROVEMENT PROJECT
CONTRACT NO. SYS-26-02

The Contractor has entered into subcontracts for the Work, to date, with the following Subcontractors:

Subcontractor Name	Address	Phone Number	Year Subcontract or Was Established	General Description of the Subcontracted Work	Original Subcontract Total Dollar Amount	Current Subcontractor Total Dollar Amount	Any Changes Since Last Submittal	Diverse Business
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO

Subcontractor Name	Address	Phone Number	Year Subcontract or Was Established	General Description of the Subcontracted Work	Original Subcontract Total Dollar Amount	Current Subcontractor Total Dollar Amount	Any Changes Since Last Submittal	Diverse Business
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO
							☐ NEW ☐ REVISED	☐ YES ☐ NO

For each lower tier “covered transaction” (2 C.F.R. Part 180) for the Work which equals or exceeds $25,000.00, the Contractor hereby represents and certifies to Authority that the Contractor has independently verified that each person with which it has entered into such a transaction is not disbarred or disqualified from entering the transaction and has also verified the debarment status of each such person by utilizing the current list of suspended and debarred contractors at “https://www.sam.gov”.

_____
Signature and Title of Authorized Official

_____
Print Name

_____
Date

END OF SECTION

Section 00500 – Agreement

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Article 4 – Termination for Default

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Article 6 – Guarantees and Warranties

ARTICLE 1 – AWARD OF CONTRACT

1.1 Award

A. Authority, in its sole discretion, reserves the right to reject any and all Bids and to waive informalities and minor irregularities in any Bid, other provisions in the Contract Documents notwithstanding.

B. For contracts which contain a Unit Price Schedule, Bids will be compared on the basis of the total amount bid for the Work as determined by the sum of all the lump sum bid prices and the sum of the estimated quantities multiplied by the unit bid prices. For contracts which do not contain a Unit Price Schedule, if there is a discrepancy between the written amount and the numerical amount for the Total Bid, the written amount will control. Following bid opening and prior to award, Bids will be verified as to mathematical correctness by Authority. If a mathematical error is discovered, Authority will unilaterally correct the error to ascertain the correct Bid price submitted by Bidder. Identification of a mathematical error in the Bid by Authority will not automatically render the Bid non-responsive, and Authority, in its sole discretion, reserves the right to waive this irregularity.

C. The Contract, if it is awarded, will be awarded to the responsible Bidder who submits the lowest responsive Bid. Any such Award will be made within sixty (60) days after the opening of Bids, provided, however, the period of Award herein specified may be extended to one hundred twenty (120) days, in accordance with 62 Pa. C.S.A.§3911. If necessary, extensions of the date for the Award may be also made by mutual written consent of Authority and the lowest responsible Bidder or Bidders concerned.

1.2 Cancellation of Award

A. Authority reserves the right to cancel the Award of the Contract before the complete execution of all Contract Forms by Authority and the Bidder, when Authority deems such cancellation to be in its best interests. In no event shall Authority or the Engineer be liable, in any way, for the cancellation of the Award of the Contract or any expenses, costs, attorney's fees, lost profits or damages of any kind resulting therefrom. The Bidder assumes the sole risk and responsibility for any expenses or costs incurred by it prior to the complete execution of all Contract Forms by Authority and the Bidder, and shall not commence the Work until receipt of the Notice to Proceed.

1.3 Execution of Contract Forms by Bidder

A. Within ten (10) days of receipt of the Notice of Award, the Bidder to whom the Contract is awarded shall deliver the following executed forms and information to Authority: Agreement; Performance Bond; Labor and Materialman's Bond; and proofs of insurance. Authority will execute all copies of the Agreement and will give one original of all executed forms to the Contractor.

1.4 Failure To Execute Forms/Provide Information

A. Failure of a Bidder to whom the Contract is awarded to execute the Contract Forms, to provide bonds or to file proofs of insurance, as required herein, or to fulfill other pre-award requirements, shall be just cause for the cancellation of the Award and the forfeiture of such Bidder's Bid Guaranty.

B. Further, to the extent the defaulting Bidder's Bid Guaranty is inadequate to fully compensate Authority for all costs, expenses and damages arising from the default of the Bidder, then the Bidder shall reimburse Authority the difference between the Bid Guaranty and Authority's total costs, expenses, including attorney's fees, and damages.

1.5 Return of Bid Guaranty

A. Within ten (10) days after issuance of the Notice of Award of the Contract to the lowest responsible Bidder, Authority will return the Bid Guaranties, other than the Bid Bonds and those which have been forfeited, to those Bidders who's Bids will not be considered further in making the Award. Retained Bid Guaranties will be held until the Contract has been executed, after which time all Bid Guaranties which have not been forfeited will be returned.

1.6 Notice To Proceed

A. A written Notice to Proceed will be delivered to the Contractor as soon as practicable after the complete execution of the Contract and the approval of any bonds and insurance certificates or policies, by Authority. The Contractor shall commence work within fourteen (14) days after receiving the Notice to Proceed and shall thereafter diligently prosecute the Work to completion.

1.7 Assignment

A. Except as expressly set forth below in Article 1.7.B, neither the Contract, nor any part thereof, may be assigned, sold, transferred or disposed of in any manner by the Contractor, except upon the written consent by Authority. The performance of the Contract may not be assigned, sold, transferred or disposed of in any manner by the Contractor, except upon the written consent by Authority.

B. Monies owed, or which become owed, to the Contractor under the Contract may only be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Written notice of such an assignment or reassignment must be provided, however, to Authority by certified mail within ten (10) days of the assignment or reassignment. Any such assignment or reassignment shall cover all amounts payable under the Contract but not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

1.8 Officials Not To Benefit

The Contractor hereby certifies that no member, officer, or employee of Authority, the State, or of a local public body has, or during his or her tenure or for one year thereafter shall have, any interest, direct or indirect, in the Contract or the proceeds thereof.

1.9 Gratuities

A. Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract if Authority finds, after notice and hearing, that gratuities (in the form of cash, entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any director, officer, agent or employee of Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of, the Contract. Such a decision by Authority to terminate the right of the Contractor to proceed under the Contract shall be a full and final decision and shall be binding upon the Contractor.

B. In the event the Contract is terminated as provided in Article 1.9.A above, Authority shall be entitled to:

1. Pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and

2. Receive, in addition to any other damages to which it may be entitled by law, exemplary damages in an amount (as determined by Authority) which shall not be less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such director, officer, agent or employee.

C. The rights and remedies of Authority, as set forth in this Article 1.9, shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

1.10 Agent To Accept Service

A. The Contractor shall maintain, within the County of Allegheny, Pennsylvania, an agent to accept, on its behalf, notice or service of any legal process, and shall keep Authority advised of such agent's name and address, during the Work and for a period of four (4) years after the date of the Certificate of Acceptance of Final Inspection. The Contractor shall identify, in writing, to the Engineer, the name of said agent within fourteen (14) days of the Notice of Award and shall confirm the identity of said agent prior to final payment.

1.11 Access, Retention And Inspection Of Documents

A. The Contractor shall maintain all books, records, accounts and reports required under, or for, this Contract during the performance of the Work and for a period of not less than four (4) years after the date of the issuance of the Certificate of Acceptance of Final Inspection or the termination of this Contract; except in the event of litigation or the raising of claims or disputes regarding or arising from the performance

of this Contract, or the Work, in which case the Contractor shall maintain all such documents until Authority or any of its duly authorized representatives, have disposed of all such litigation, claims and/or disputes and all appeals or exceptions exhausted. Furthermore, after the conclusion of the applicable period, the Contractor shall not destroy any such documents without first offering them, free of charge, to Authority.

B. During the above referenced period, the Contractor shall provide Authority and, as authorized, the Commonwealth of Pennsylvania and the County of Allegheny, or any of their authorized representatives, access to any books, documents, papers and records of the Contractor and its Subcontractors and Suppliers which pertain or relate to this Contract or the Work for the purposes of making audits, examinations, excerpts, transcripts, reproductions or copies. The Contractor shall include this provision, or require this provision to be included, in each subcontract, at any tier, for this Contract.

C. The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

1.12 Reserved

1.13 Designation Of Subcontractors

A. Within fourteen (14) days after the Notice of Award, and thereafter with each pay estimate submittal, the Contractor shall submit to the Engineer, for each subcontract for the Work, a Subcontractor Utilization Report (Form K) setting forth the name, address and phone number for each Subcontractor, the year the Subcontractor commenced business, a summary description of the portion of the Work subcontracted to each Subcontractor, the total dollar amount of each Subcontract and a certification pertaining to the debarment status of each person for which it has entered into a lower tier “covered transaction” (2. C.F.R. Part 180) for the Work which equals or exceeds $25,000.00. The Contractor also acknowledges and agrees that it shall include in each subcontract, and require each of its Subcontractors to include in each lower tier subcontract, at a minimum, the specific provisions required by the Contract Documents as set forth below.

B. The provisions required by the Contract Documents which shall be included in each subcontract, at any tier, include but are not limited to the following:

1. Section 00200, Article 2.4.C-G, Bidders Certification;
2. Section 00200, Article 2.15, Federal, State and Local Taxes;
3. Section 00200, Article 3.1.A, DB Program Policy;
4. Section 00200, Article 3, Diverse Business Utilization Requirements;
5. Section 00500, Article 1.8, Officials Not to Benefit;
6. Section 00500, Article 1.9, Gratuities;

7. Section 00500, Article 1.11, Access, Retention and Inspection of Documents;
8. Section 00500, Article 1.13, Designation of Subcontractors;
9. Section 00500, Article 2.2.B.13, Project Schedule Certification;
10. Section 00500, Article 4, Termination for Default;
11. Section 00500, Article 5, Termination for Convenience of Authority;
12. Section 00700, Article 13.1, Safety and First Aid Requirements;
13. Section 00700, Article 14, Drug and Alcohol;
14. Section 00700, Article 18, Laws to be Observed;
15. Section 00700, Article 29, Patents;
16. Section 00700, Article 30, Documents, Data and Copyrighted Materials;
17. Section 00700, Article 31, Americans with Disabilities Act;
18. Section 00700, Article 32, Security Requirements;
19. Section 00700, Article 34, Verification of Employees;
20. Section 00900, Article 3.15, Government Entities Not Party to Contract; and
21. Section 01400, Article 2.7, Steel Products Procurement Act.

The Contractor shall also include in each subcontract, at any tier, any other provision required by the Contract Documents or by law to be included in such a subcontract.

C. If the amount of a proposed lower tier covered transaction for the Work equals or exceeds $25,000.00, the Contractor shall independently verify the debarment status of each person with which it proposes to enter into such a transaction. The Contractor shall also verify the debarment status of each such person by utilizing the current list of suspended and debarred contractors at "https://www.sam.gov."

D. The Contractor's obligations pursuant to these provisions are ongoing and shall be performed from the issuance of the Notice to Proceed through the completion of all of the Work.

1.14 Subcontractors/Suppliers

A. Nothing contained in the Contract shall create, or be construed as creating, any contractual relationship between any Subcontractor or any Supplier and Authority.

B. The titles, structure and format of the Contract Documents are not intended to control the Contractor in dividing the Work among Subcontractors or to limit any portion of the Work performed by any trade.

C. The Contractor shall be responsible to and shall indemnify Authority for all acts and omissions of Contractor's employees and agents, and for all acts and omissions of any Subcontractors and Suppliers and their employees or agents. The Contractor shall also be solely responsible for the coordination of the work of all the trades, Subcontractors and Suppliers.

D. When a portion of the Work which has been subcontracted by the Contractor is not prosecuted in accordance with the Contract Documents, the Subcontractor shall be immediately replaced upon request of, and at no cost to, Authority and shall not again be employed on the Work.

E. Neither Authority nor the Engineer shall be responsible for settling any differences between the Contractor and its Subcontractors or Suppliers.

1.15 Work To Be Performed By Contractor

A. The Contractor shall perform with its own forces work amounting to at least fifty percent (50%) of the Contract Sum, which amount shall not include items that may be designated as "Specialty Items" within this Article 1.15. Where an entire Contract Item is subcontracted, the value of the work subcontracted shall be based on the Contract Item price. Where a portion of a Contract Item is subcontracted, the value of the work subcontracted shall be based on the estimated cost of such portion of the Contract Item, determined from information submitted by the Contractor, subject to review and approval of the Engineer.

B. Specialty Items for this Contract include:

1. Grade Crossing Warning System
2. Drilled Caisson Foundations
3. Horizontal Directional Drilling

1.16 Escrow Bid Preparation Documents

A. Article Reserved.

ARTICLE 2 – SCHEDULING REQUIREMENTS

2.1 Conditions Affecting The Work

A. The Contractor shall follow the sequence of operations set forth in the Contract Documents.

B. The Contractor shall keep the Engineer informed of the Contractor's planned work shifts at all times. The Contractor shall inform the Engineer at least forty-eight (48) hours prior to any changes in the

planned work shifts including, but not limited to, increasing the work shifts or scheduling multiple shifts, overtime, or weekend activities.

C. The Contractor's attention is directed to the fact that its Work may be performed above, adjacent to and within the area of transit operations. Refer to Section 00700, Article 13.13 for procedures to be followed for work to be performed adjacent to or on track or busway facilities. The Contractor shall ensure that Authority's operations within the Worksite and entering and exiting the Worksite are not stopped, rerouted, interrupted, delayed or otherwise disrupted. The Contractor shall ensure that there is no interruption or delay of transit service, including LRT, bus, small transit vehicles and other authorized users of the transit facilities, as well as maintenance and operation support vehicles, at the Worksite except as specifically provided in the Contract Documents. All instructions for Authority vehicle operations are to be given to Authority's operators and drivers by Authority's designated personnel only. The Contractor is not permitted to direct the actions of Authority's operators or drivers.

D. The Contractor shall notify affected authorities, agencies, businesses and residents by letter thirty (30) days prior to the start of construction and at least 72 hours in advance of the interruption of utility service or the interruption of access. The Contractor shall submit a copy of the proposed notice to the Engineer for review and approval prior to issuing such notice. The Contractor shall provide a copy of each notice to the Engineer.

E. Safety vests shall be worn by the Contractor's personnel at all times when on the Work site.

F. Active Work zones must be signed and protected at all times.

G. The Contractor to coordinate the Work with the Engineer.

H. The Contractor shall not impede Authority's buses, Authority's LRV or other vehicular or pedestrian traffic.

I. Time Restrictions:

1. Typical project hours for the Work are from 7 a.m. to 3:30 p.m., Monday through Friday, at Authority's discretion. Requests for the Work to be done outside of these hours must be submitted, in writing, to the Engineer five (5) working days prior to the requested schedule change and approval must be received, in writing, prior to any portion of the Work being done outside of these hours.

2. The above referenced times are subject to change at Authority's sole discretion.

J. The Contractor shall provide written notice to the Authority and coordinate with the Authority at least fourteen (14) calendar days prior to the requested commencement of the Authority's excavation for conduit installation within the trackway.

2.2 Project Schedule

A. Preliminary Project Schedule

1. The Contractor shall develop and submit for review and written approval by the Engineer a preliminary Project Schedule in bar chart format, within fifteen (15) days after receipt of the Notice of Award.

2. This preliminary Project Schedule shall show the Contractor's planned operations for the first ninety (90) days including dates for construction operations, submittals and acquiring permits. The Contractor shall also include a preliminary schedule logic narrative stating the general basis of schedule logic and the Contractor's general approach to the remainder of the Work.

B. Project Schedule

1. The Contractor shall submit for review and approval by the Engineer a Project Schedule and a logic narrative, for the entire duration of the Work, within thirty (30) days after receipt of the Notice to Proceed. The approved preliminary Project Schedule shall be incorporated into the Project Schedule in its entirety.

2. The Project Schedule, and any updates thereto, shall show a logical and coordinated sequence of construction activities. The Project Schedule shall incorporate and identify the following:

a) Required completion dates and intermediate required completion dates;

b) Logic ties coordinating the Work with the work of others, including, but not limited to, other contractors, utilities, railroads, Subcontractors, and Suppliers;

c) Construction restrictions;

d) Sequence of construction;

e) Access constraints, including securing of permits;

f) Critical activities necessary to complete the Contract by the Time of Completion;

g) If the Project Schedule indicates a projected completion date before the Time of Completion the Contractor shall identify the time between those two dates as Project Float. Any Project Float will be available for use by both Authority and the Contractor.

h) Potential for, and actual occurrence of, impacts due to seasonal weather conditions and the influence of high or low ambient temperatures on the completion of the Work;

i) Pre-Final and Final Inspections, punch list activities for each inspection, and contractual administrative demobilization work; and

j) Any other requirements of the Contract Documents.

k) Specific temporary work activities;

l) The identification of critical work activities;

m) Interdependent activities (links);

n) Resource needs;

o) Delays of any type (for Project Schedule Updates);

p) Contractor submittals;

q) Permits and regulatory approvals;

r) Procurement of special or long lead materials, equipment or services;

s) Fabrication and delivery of critical or special materials and equipment;

3. The Contractor shall also submit, with the Project Schedule, a complete and detailed listing of submittals that it anticipates will be required during the course of the Contract. The listing shall identify the subject matter of each submittal, the anticipated submittal date and required approval date for the identified submittals. Submittals that may affect the critical path of the Project Schedule shall be designated as critical submittals.

4. The Contractor shall submit the Project Schedule and any updates thereto to the Engineer for approval with a written certification stating that the Project Schedule is in accordance with the Contract Documents. The Project Schedule and any updates shall be submitted on sheets not larger than twenty-two inches (22”) by thirty-four inches (34”).

5. The Engineer will review the Project Schedule and any updates and establish a meeting with the Contractor to review its contents. The Engineer may schedule the timing of such meetings to coincide with actual submittals by the Contractor and/or following the submittals at the discretion of the Engineer. If a review of the Project Schedule indicates a work plan which will not complete the Work or portions of the Work within the Time of Completion requirements as identified in the Contract Documents, or if the logic ties, sequence of work, or planned activities are determined to be inappropriate, the Contractor shall revise the Project Schedule and resubmit it until it is acceptable.

6. If, as part of the Engineer’s review of the Contractor’s Project Schedule submission, the Engineer identifies any noncompliance with the requirements of the Contract Documents, and so informs the Contractor in writing, the Contractor shall revise its Project Schedule to correct any such noncompliance without additional

cost to Authority. The Contractor shall provide the Engineer with a revised Project Schedule within five (5) days of receipt of the Engineer's identification of noncompliance, incorporating the Engineer's review comments with a written explanation for any review comments which it has not incorporated into the Project Schedule. The Contractor shall submit additional written schedule information to the Engineer as the Engineer may deem necessary. When all noncompliance issues have been satisfactorily addressed, in the opinion of the Engineer, the Engineer will approve the Project Schedule.

7. Failure of the Contractor to submit a satisfactory Project Schedule, or updates thereto, within the time limits specified shall be sufficient cause for Authority to withhold the Contractor's progress payments, or any portion thereof, until such delinquent submittal is made.

8. Approval of the Project Schedule or any update by the Engineer shall in no way waive any requirements of the Contract Documents, excuse the Contractor of any obligations under the Contract Documents, nor extend the times specified in the Contract Documents. Upon approval of the Engineer, the approved Project Schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and reporting progress of the Work.

9. Approval of the Project Schedule shall not constitute a representation by the Engineer or Authority that the Work as planned to be implemented by the Contractor can be completed as shown on the Project Schedule. The responsibility for the ways, means, methods and techniques to ensure completion of the Work in accordance with the Contract Documents remains solely the responsibility of the Contractor despite any approval of the Project Schedule.

10. If any float shown on the Project Schedule or any update thereto is used for any reason, to complete the Work, or any portion thereof, the Contractor shall not be entitled to any change to the Time of Completion or any milestone nor any compensation for the use of such float.

11. In the event that any Project Schedule submittal shows that the progress of the Work performed is behind schedule, or any future work will be completed behind schedule such that the Contractor will fail to meet the Time of Completion requirements of the Contract, the Contractor shall include, with said submittal, a Recovery Plan for approval by the Engineer.

12. Failure of the Contractor to submit any schedule required by the Contract Documents may, at the sole discretion of Authority, constitute a waiver by the Contractor of any claims for changes in the Time of Completion from conflicts in scheduling the performance of its work as a result of conflicts in scheduling with others.

13. Subcontractor(s) whose contract values equal or exceed five (5) percent of the Contract Sum shall certify that it is in agreement with the scheduling information shown on the Project Schedule; as such information pertains to the work for which it has been contracted to perform. Said certification shall be required for each Project Schedule submission until the work of the Subcontractor has been completed.

14. The Contractor shall develop and submit a time impact analysis with each request for a change to the Contract Documents, Value Engineering proposal and claim or dispute. The time impact analysis shall have sufficient detail to show all new and existing activities affected by the subject issue which have a predecessor and a successor activity on the Project Schedule. The time impact analysis shall contain the specific activities relating to the subject issue, the logic concerning the activities, and the duration of each for integration into the Project Schedule and recalculation of the Time of Completion. The logic and duration, for both the before and after scenarios, shall be shown, along with a narrative describing the impacts due to the subject issue.

15. Gantt Chart Project Schedule

    a) The Contractor shall use at a minimum a Gantt Chart, in a format approved in writing by the Engineer, for the Project Schedule. If the Contractor wishes to utilize a CPM format, it may do so in a format approved in writing by the Engineer.

    b) The Project Schedule shall include, at a minimum, each construction activity with the timelines for start and completion dates for each activity.

    c) The Contractor shall submit three (3) copies of the Project Schedule for each required Project Schedule submittal.

C. Project Schedule Updates

1. The Contractor shall submit, for approval by the Engineer, an updated Project Schedule by the tenth day of each month during the progress of the Work. The submittal shall indicate progress during the preceding month, including actual start and finish dates for each activity. Each update will be based on the most recently approved Project Schedule.

2. As part of the updated Project Schedule submittal, the Contractor shall provide a concise narrative of any changes in the logic from the most recently approved Project Schedule, along with a logic diagram analysis to demonstrate that the requirements of the Contract Documents will still be met.

2.3 Project Schedule Meetings

A. The Contractor shall attend a Scheduling Conference with the Engineer within five (5) days of the Notice of Award. The purpose of the Scheduling Conference is to review the Project Schedule requirements of the Contract. The Contractor shall be prepared beforehand to discuss the types of schedule activities, concepts and logic in sequencing work activities that the Contractor plans to use for the development of the Project Schedule.

B. As the Engineer directs it, and whenever a revision to the logic diagram is required, the Contractor and the Engineer shall meet to review the Project Schedule and any updates to the Project Schedule in a meeting preceding the Contractor's submittal. In the event that the revision may impact the work of others, representatives from such affected parties may be required to attend.

C. A monthly schedule update meeting will be held by the fifteenth day of the month to review the updated schedule which is to be submitted by the tenth day of the following month. The Project Schedule meeting will be chaired by the Engineer and attended by at least the Contractor. Subcontractors and/or Suppliers may be required to attend.

D. The Contractor shall present at the schedule update meetings:

1. Actual start and finish dates for activities completed during the month;
2. Actual start dates for activities that were started but not completed during the month;
3. Delays incurred during the month with an explanation for the cause of delay and its duration;
4. Logic or sequence changes implemented during the month;
5. Critical submittal approvals required for the upcoming month;
6. Problems on the Project;
7. New activities added or activities deleted from the Project Schedule;
8. A list of changes on the Project and the status of those changes; and

2.4 Progress/Look Ahead Schedule

A. The Contractor shall prepare a bar chart schedule of activities for each progress meeting. The bar chart schedule shall identify any planned revisions to the Project Schedule logic. The bar chart schedule shall include the previous week's activities and planned activities, or longer period if required by the Engineer, and planned Project Schedule activities for the next four (4) weeks. The bar chart schedule shall indicate which activities are critical over the period covered by the bar chart schedule. The Contractor shall prepare the bar chart schedule consistent with the most recently approved Project Schedule. Any

variance from the Project Schedule shall be clearly identified along with the reason for such variance.

2.5 Project Schedule Revisions Due to Change Orders

A. For changes to the Contract which could influence the order of all or portions of the Work, restraints between various activities, or duration time estimated for activities on the Project Schedule, a determination of the impact of such changes on any interim milestone dates or the Time of Completion shall be made in accordance with the Contract Documents.

B. If a Change Order is issued, the Project Schedule shall be changed, if necessary, to reflect the requirements of the Change Order. Changes to the Project Schedule shall be made no later than the next Project Schedule update after the issuance of the Change Order.

C. When changes in the Work are made prior to settlement of price or time, or both, to avoid delay and additional expense, the network logic or duration time estimates, or both, of all activities affected by the change shall be revised on the next succeeding Project Schedule update after the date of change.

D. If the Contractor fails or refuses to submit or include the foregoing revisions within thirty (30) days after the date of the change in the Work, the Engineer will furnish to the Contractor, at the Contractor's expense, the logic, duration time changes, or both, to be entered into the Project Schedule and used in subsequent updating of reports until such time that the change has been settled or until actual dates supersede the estimated dates. Inclusion in the Project Schedule and use of revised logic or duration time, or both, whether furnished by the Contractor or by the Engineer, will not be construed as an approved extension of the Time of Completion requirements in the Contract Documents.

2.6 Time Of Completion

A. The Contractor shall complete all or any designated portion of the Work within the number of days set forth in the Contract Documents. Time shall be computed starting with the first day after receipt of the Notice to Proceed and ending with the last day of the Work and any such designated portion of the Work.

1. The Contractor shall complete all portions of the Work, with the exception of the contractual administrative demobilization work set forth in Section 01700, Article 5, within 365 calendar days after the issuance of the Notice-to-Proceed.

B. Adjustments in the Time of Completion shall only be allowed as set forth in Section 00900, Article 1.11.

C. Subject to Article 2.6.B above, the Contractor shall only be granted an adjustment in the Time of Completion for a delay in the completion of the Work:

1. Due to a Change Order issued pursuant to Section 00900, Article 1;

2. Due to unforeseen causes beyond the control and without the fault or negligence of the Contractor which are caused by an act of God or of a public enemy, fire, floods, unusually severe weather, epidemics, quarantine restrictions, strikes and other work stoppage of others, shortage of materials and freight embargoes, and such that the unforeseen cause actually prevents the performance of the Work, provided that the Contractor has taken reasonable precautions to prevent delays due to such causes.

   a) Unusually severe weather is defined as adverse occurrences beyond the weather norms substantiated by the U.S. Department of Commerce in their Local Climatological Data as published by the National Oceanic and Atmospheric Administration - Environmental Data Service, in their periodic reports and annual summary. Occurrence of unusually severe weather shall be recorded on the Project Schedule only after a finding of merit by Authority and the issuance of a Change Order by Authority to reflect any required Time of Completion and/or cost adjustments resulting from such unusually severe weather.

   b) An adjustment in the Time of Completion shall not be granted for a delay caused by a shortage of materials, except Authority-furnished materials, unless the Contractor furnishes to the Engineer documentary proof that the Contractor has diligently made every effort to obtain such materials from all known and reasonable sources. The Contractor shall also submit proof, in the form of a time impact analysis, as required by Article 2.2 of this Section, showing that the inability to obtain such materials when originally planned did in fact cause a delay in the Time of Completion which delay could not be eliminated or reduced by revising the sequence of the Contractor's operations. Only the physical shortage of material shall be considered under this Article as a cause for an adjustment in the Time of Completion. No consideration shall be given to any claim that material could not be obtained at a reasonable, practical or economic cost. Further, no consideration shall be given to any claim resulting from the Contractor’s failure to timely secure a contract for the purchase and delivery of any material.

D. As an express condition precedent for the Contractor to receive a change in the Time of Completion, or any milestone identified as part of the Time of Completion, the Contractor shall promptly notify the Engineer in writing that a delay is occurring. The Contractor shall notify the Engineer in writing of the alleged causes for delay within fifteen (15)

days from the beginning of any such delay. Failure by the Contractor to provide such notices shall justify the denial of the Contractor's request for an adjustment in the Time of Completion or any milestone.

E. Within thirty (30) days after the end of an alleged delay, the Contractor shall furnish the Engineer with detailed written information, satisfactory to the Engineer, concerning the circumstances of the alleged delay, the number of days actually delayed, the appropriate Contract Document references providing entitlement for the delay, the measures taken to prevent or minimize the alleged delay, all activities impacted by the delay and the resequencing required to overcome the delay. Failure by the Contractor to submit such information shall be sufficient cause for Authority to deny the Contractor's request for an adjustment in the Time of Completion. After receipt of such information from the Contractor, Authority will decide the length of the adjustment in the Time of Completion, if any, to be granted to the Contractor.

F. If the prosecution of a portion of the Work is delayed, other portions of the Work unaffected by the delay shall be diligently prosecuted either to completion or until the prosecution of the delayed portion of the Work can be resumed.

2.7 Additional Shift Work

A. The times specified in the Contract Documents for the completion of all or any portion of the Work may be insufficient to permit the Contractor to work a normal number of hours per day or week on a single shift basis. Where additional shifts, overtime work or weekend work are necessary to ensure that the Work is completed within the time specified in the Contract Documents, the Contractor shall utilize such additional shifts, overtime work and weekend work and any resulting additional costs shall be considered to be already included in the Contract Sum and no additional compensation shall be allowed to the Contractor.

B. 1. If, in the opinion of the Engineer, the Contractor at any time falls behind the Project Schedule, the Contractor shall, without any additional cost to Authority, take any and all steps necessary to improve its progress to ensure compliance with the Time of Completion requirements of the Contract.

2. The Contractor shall submit, within seven (7) days of a request from the Engineer for approval by the Engineer, a revised Project Schedule detailing the specific operational changes to be instituted to complete the Work in accordance with the Time of Completion requirements of the Contract Documents.

2.8 Damages

A. 1. In the event the Work or a designated portion of the Work is not completed within the time specified in the Contract Documents, as may be subsequently revised by Change Order, damage will be sustained by Authority.

2. For certain of said damages, including for additional construction management costs for the Engineer, increased inspection costs, increased costs for Authority's administration, increased design services and submittal review costs, impacts to Authority's ongoing transit operations, and increased insurance costs, the ability to ascertain the actual amount for said damages is and will be impracticable or extremely difficult.

3. In light of the impracticability or difficulty of estimating the specific categories of damages identified above in Article 2.8.A.2, the Contractor, solely as compensation for such damages, shall pay to Authority the amount or amounts set forth herein as liquidated damages per day for every day, or fraction of a day, of delay in finishing the Work or any designated portion thereof, which amount(s) the Contractor agrees and acknowledges is a proper measure of liquidated damages. The liquidated damages are not to be construed, in any sense, as a penalty.

4. Liquidated Damages that have been established for the Contract are as follows:

   a) The Contractor shall be assessed liquidated damages in the amount of $3,000 per day, or fraction of a day, that it fails to complete the Work as specified in Article 2.6.A.1.

   b) Liquidated damages for disruptions to Authority vehicle services:

      i. Because of the significant costs that are incurred by Authority when there is any disruption in transit service and because of the significant inconvenience to the public with resulting cost impacts caused by any transit service disruption, the Contractor shall be assessed liquidated damages in the amount of $1,000 per hour for each hour the Contractor is in default for failing to complete that portion of the Work or for any other unauthorized delay to revenue service. The damage period shall start from the beginning of the delay, as determined by the Engineer, until the time service is resumed. This shall apply to all forms of transit service, including LRT, bus and ACCESS operations.

      ii. The preceding paragraph shall not be construed to mean that any delay in transit service outside the times indicated will be acceptable. Any necessary delays or service disruptions must be approved by Authority fourteen (14) days prior to proceeding with the disruption. If the Engineer determines that delays are being caused as a result of negligence or lack of management or supervision of the construction operations by the Contractor, the Engineer can direct the stoppage of personnel from the area, and direct the Contractor to implement any other actions that the Engineer may deem necessary to eliminate such delays to transit service, until a corrective

plan of action is established by the Contractor, approved by the Engineer, an implemented by the Contractor, all at no additional expense to Authority.

B. Authority will deduct liquidated damages from any monies due or that become due the Contractor under the Contract, or under any other contract with Authority, or if such monies are insufficient, the Contractor or its Surety or Sureties shall pay to Authority any deficiencies in such monies within thirty (30) days of written notice by Authority.

C. The Engineer will notify the Contractor in writing, prior to assessing liquidated damages, of the date that the assessment of the liquidated damages will commence. The Liquidated Damages will be deducted from the next Contractor's progress payment following the issuance of the Engineer's notification letter and shall continue to be deducted until the Work or the designated portion of the Work is completed.

D. Liquidated Damages are not a change to the Contract but are an agreed upon reduction from the amount to be paid to the Contractor under the Contract.

E. The remedies provided herein are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

2.9 Early Completion Incentive

A. Article Reserved.

ARTICLE 3 – SUSPENSION OF WORK

3.1 Authority may, at any time, without cause, order the Contractor in writing to suspend or interrupt all or any part of the Work for such period of time as Authority may determine to be appropriate.

3.2 If the performance of all or any part of the Work is, for an unreasonable period of time, suspended or interrupted per the written request of Authority and such suspension or interruption impacts the Project Schedule, the Contractor's sole and exclusive remedy shall be an extension of time as determined in accordance with the Contract Documents and/or an adjustment in the Contract Sum. Any increase or decrease in the Contract Sum shall not include any additional profit and shall be limited to the Contractor's actual increase or decrease in cost of the performance of any part of the Work, which increase or decrease arises solely from the suspension or interruption of the Work.

3.3 No adjustment in the Time of Completion or the Contract Sum shall be allowed for any such suspension or interruption if:

A. The performance would have been so suspended or interrupted by any other cause, including the fault or negligence of the Contractor; or

B. An adjustment in the Time of Completion or the Contract Sum is provided for or excluded under any other provision of the Contract Documents.

3.4 Furthermore, this Article 3 applies only to written suspension or interruption orders from Authority and does not apply to any other delays or interruptions under the Contract Documents including, but not limited to: Section 00900, Article 3.13; Section 00500, Article 4; and Section 00500, Article 5.

3.5 No request for an adjustment in the Time of Completion or the Contract Sum shall be allowed under this Article 3 unless the request is submitted in writing to the Engineer within twenty (20) days after the termination of such suspension or interruption, but not later than the date of the Certificate of Acceptance of Final Inspection.

ARTICLE 4 – TERMINATION FOR DEFAULT

4.1 Wherever in this Article 4 the word "Contractor" appears, it shall also be construed to mean the Surety in case of default and completion of the Contract by the Surety.

4.2 The Contractor may be determined to be in default of the Contract and the Contract may be terminated for default if the Contractor:

A. Fails to begin Work within the time specified in the Notice to Proceed;

B. Fails, solely in the opinion of Authority, to perform the Work with sufficient workers, equipment or materials to ensure the completion of said Work in accordance with the Contract Documents;

C. Performs the Work unsatisfactorily in the opinion of Authority;

D. Neglects or refuses to remove materials or perform anew any portion of the Work rejected as defective or unsatisfactory;

E. Discontinues the prosecution of the Work without approval of Authority;

F. Fails to resume work which has been discontinued or suspended within ten (10) days after notice to do so;

G. Becomes insolvent, is declared bankrupt or commits any act of bankruptcy or insolvency;

H. Allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours;

I. Makes an assignment for the benefit of creditors;

J. Fails or refuses, within ten (10) days after written notice by Authority, to make payment or show cause why payment should not be made of any amounts due for materials furnished, labor supplied or performed, equipment rentals, and utility services rendered as covered by the Labor and Materialman's Bond;

K. Fails to protect, repair or make good any damage or injury to property;

L. For any cause whatsoever, does not, solely in the opinion of Authority, carry on the Work in an acceptable manner; or

M. Fails to perform any provision of the Contract Documents.

4.3 Authority, after having given seven (7) days written notice to the Contractor and its Surety of any of the above identified delays, neglects, or defaults on the part of the Contractor, shall be entitled, without invalidating the Contract, to: declare the Contractor in default; take the prosecution of the Work out of the hands of the Contractor; appropriate or use the Contractor's materials and equipment and enter into a contract or contracts for the completion of the Work or any portion of the Work; or may use such other methods as in Authority's opinion will be expedient for the completion of the Work.

4.4 If Authority, pursuant to Article 4.3 above, elects to take the prosecution of the Work, or any portion of the Work, out of the hands of the Contractor, Authority may, at its option:

A. Notify and require the Surety to complete the Work in accordance with the Contract Documents; or

B. Take all right, title and interest in and to the equipment and materials owned by the Contractor and assembled for use in the execution of the Work, and may use them for completion of the Work.

4.5 If the completion of the Work by any of the methods specified above results in financial loss to Authority, it may:

A. Dispose of, in the manner it determines to be in its best interest, any of the equipment or materials it acquired pursuant to this Article 4, without further legal process. Equipment or materials not required for completion of the Work or for the recoupment of loss or legal charges or any balance remaining from the disposition of any materials or equipment after the deduction by Authority of losses, costs and any legal charges, including attorney's fees, shall be turned over to the party legally or equitably entitled thereto;

B. Deduct from monies due or to become due to the Contractor under the Contract or any other contract with Authority all costs and legal charges incurred by Authority, and Authority will credit the Contractor with the balance remaining from any disposal of the equipment or materials; or

C. In the event the costs and legal charges, including attorney's fees, incurred by Authority, less the credits provided for, exceeds the sum which would have been payable under the Contract for the completed Work, hold the Contractor or its Surety liable to Authority for the amount of said excess.

4.6 In addition to the recovery of Authority's excess costs pursuant to this Article 4, the Contractor shall still be liable for damages incurred by Authority as set forth in Section 00500, Article 2.8.

4.7 If, after the Contractor is terminated under this Article 4, a determination is made that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued pursuant to Section 00500, Article 5.

4.8 The rights and remedies of Authority provided in this Article 4 are in addition to any other rights and remedies provided by law or under the Contract Documents.

ARTICLE 5 – TERMINATION FOR CONVENIENCE OF AUTHORITY

5.1 The Contract may be terminated by Authority pursuant to this Article 5, in whole or in part, whenever Authority determines that such termination is in its best interests. Any such determination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the Contract is terminated and the date upon which such termination becomes effective.

5.2 After receipt of a Notice of Termination and except as otherwise directed by Authority, the Contractor shall**:**

A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

B. Place no further orders or subcontracts for materials, services or equipment, except as may be necessary for completion of such portion of the Work not terminated;

C. Terminate all orders and subcontracts to the extent that they relate to the terminated portion of the Contract;

D. Assign to Authority, in the manner, at the time, and to the extent directed by Authority, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated. Authority shall have the right, in its sole discretion, to settle or pay any claims arising out of the termination of such orders and subcontracts;

E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval of Authority, which approval shall be final for all the purposes of this Article 5;

F. Transfer title and deliver to Authority the following in the manner, at the time, and to the extent directed by Authority:

1. The fabricated or unfabricated parts, work in process, completed work, and supplies and other materials or equipment procured as a part of, or acquired in connection with, the performance of the portion of the Contract terminated; and

2. The completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to Authority.

G. Use its best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by Authority, any property of the types referred to in Article 5.2.F above, provided that:

1. The Contractor will not be required to extend credit to any purchasers;

2. The Contractor may acquire any property under the conditions prescribed by and at a price or prices approved by Authority; and

3. The proceeds of any such transfer or disposition shall be applied as a reduction of any payments to be made by Authority

to the Contractor under the Contract or shall otherwise be credited to the price or cost of the Work or paid in such manner as Authority may direct.

H. Complete the portion of the Contract that was not terminated by the Notice of Termination; and

I. Take any action, as may be necessary, or as Authority may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which Authority has or may acquire an interest, until the effective date of termination.

5.3 After receipt of a Notice of Termination, the Contractor shall submit to Authority its termination claim, if any, in the form and with the certification prescribed by Authority. Such claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination. The failure of the Contractor to submit its termination claim within the time specified shall preclude the recovery of any costs or damages incurred by the Contractor as a result of the total or partial termination of the Contract pursuant to this Article 5.

5.4 Subject to the provisions of this Article 5, the Contractor and Authority may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of the Contract pursuant to this Article 5, which amount or amounts may include a reasonable allowance for profit on the portion of the Contract performed; provided, that such agreed amount or amounts shall not exceed the Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the portion of the Contract not performed or terminated. No claims for loss of anticipated profits will be allowed for the terminated portion of the Contract.

5.5 If an agreement is reached by the Contractor and Authority on the amount to be paid to the Contractor pursuant to this Article 5, the Contract shall be amended accordingly by a Change Order. Nothing in Article 5.6 below shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed to be paid to the Contractor pursuant to this Article 5.

5.6 In the event of the submission of a timely termination claim by the Contractor and the failure of the Contractor and Authority to agree upon the whole amount to be paid to the Contractor by reason of the termination pursuant to this Article 5, Authority shall determine, based on the information available to Authority, the amount, if any, due the Contractor by reason of such termination and shall pay the Contractor for the following:

A. All work performed on the terminated portion of the Contract prior to the effective date of the Notice of Termination (without duplication of any items):

1. The cost of acceptable work in place, and materials delivered;

2. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in Article 5.2 above; and

3. Reasonable profit for the portion of the Contract performed but no lost or anticipated profit on the portion of the Contract not performed.

B. The reasonable cost of the preservation and protection of property incurred, pursuant to Article 5.2.I above.

5.7 The total amount to be paid to the Contractor, pursuant to Article 5.6.A above, shall not exceed the Contract Sum as reduced by the amount of payments otherwise made to the Contractor and as further reduced by the value of that portion of the Contract not terminated. The fair value, as determined by Authority, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to Authority, or to a prospective buyer pursuant to Article 5.2.G above, accounting for normal spoilage and except to the extent that Authority shall have otherwise expressly assumed the risk of loss in writing, shall be excluded from the amounts payable to the Contractor under Article 5.6.A.

5.8 In arriving at the amount due the Contractor pursuant to this Article 5, the following shall be deducted:

A. All previous payments made to the Contractor by Authority applicable to terminated portion of the Contract;

B. Any claim which Authority may have against the Contractor in connection with the Contract; and

C. The agreed price of any materials, supplies, or other items acquired by the Contractor or sold pursuant to this Article 5 and not otherwise recovered by or credited to Authority.

ARTICLE 6 – GUARANTEES AND WARRANTIES

6.1 Unless otherwise provided in the Contract Documents, the Contractor guarantees and warrants the Work to be in accordance with the requirements of the Contract Documents, to be fit for its intended purpose and to be free from defective and inferior materials, equipment and workmanship.

6.2 A. If, during any applicable guarantee or warranty period or within one year from the date of the Certificate of Acceptance of Final Inspection, whichever is later, Authority determines that the Work is defective, not fit for its intended purpose, or not in accordance with the requirements of the Contract Documents, Authority will inform the Contractor in writing and the Contractor shall promptly repair or replace such work to the satisfaction of Authority and any collateral or additional damage resulting from the defective work within a time specified by Authority, without additional expense to Authority.

B. In the event of a termination for default, pursuant to Section 00500, Article 4, the one-year period set forth in Article 6.2.A above shall commence on the date the Work is completed by others and accepted by Authority.

C. In the event of a termination for convenience of Authority, pursuant to Section 00500, Article 5, the one-year period set forth in Article 6.2.A

above shall commence on the date of completion of the Work pursuant to the notice of termination.

D. All repairs or replacements shall be guaranteed and warranted, as required by Article 6.2.A above, or for a period of one year from the date of the acceptance by Authority of the repairs or replacements, whichever is later.

E. Should the Contractor fail to proceed within the time specified by Authority or in accordance with the guarantee or warranty, Authority may have such work performed by others and the costs of such work may be deducted from monies due, or to become due, the Contractor under the Contract or any other contract with Authority. In the event that final payment under the Contract has been made, the Contractor shall, within thirty (30) days of notification from Authority, reimburse Authority for such costs.

6.3 Any additional guarantee or warranty that may be required from the Contractor under the Contract Documents shall be subject to this Article 6 insofar as it does not conflict with the provisions of such additional guarantee or warranty.

6.4 The rights and remedies of Authority under this Article 6 are not intended to be exclusive and do not preclude the exercise of any other rights or remedies provided by the Contract Documents or by law with respect to unsatisfactory work performed by the Contractor.

6.5 Prior to the Contractor's submittal of the final pay estimate, the Contractor shall have all warranties and guarantees assigned to Authority including those from Subcontractors, manufacturers and Suppliers. As deemed necessary by Authority, these warranties and guarantees shall be promptly enforced by this Contractor for Authority's benefit.

6.6 If the maker of any such warranties or guarantees fails to fulfill its obligation thereunder, the Contractor shall promptly fulfill such obligation of the maker or reimburse Authority for any costs incurred by Authority in replacing defective or inferior materials and correcting defective, unsound or improper work covered by any such warranties or guarantees.

6.7 Should the Contractor fail to proceed as provided in Article 6.6 above, on behalf of the maker, within the time specified by Authority or in accordance with the guarantee or warranty, Authority may have such work performed by others and the costs of such work may be deducted from monies due or to become due the Contractor under the Contract or any other contract with Authority. In the event that final payment under the Contract has been made, the Contractor shall, within thirty (30) days of notification from Authority, reimburse Authority for such costs.

6.8 Authority shall have the right to perform normal and routine maintenance and periodic inspections of the Work without voiding any warranty or guaranty provided or required pursuant to the Contract Documents or otherwise provided by the Contractor, Subcontractor, Manufacturer or Supplier.

6.9 If any warranties or guaranties expire prior to one year from the date of the Certificate of Acceptance of Final Inspection, or the termination of the

Contract, the Contractor shall warrant such portions of the Work in accordance with Article 6.1 above.

END OF SECTION

Section 00600 – Contract Bonds

Table of Articles

Article 1 – Bonds and Certificates

Article 2 – Bond Forms

- Performance Bond (Form L)
- Labor and Materialman's Bond (Form M)
- Maintenance Bond (Form N)
- Road Maintenance Bond (Form O)

ARTICLE 1 – BOND AND CERTIFICATES

1.1 The Bidder to whom the Contract is awarded shall furnish and maintain, through the duration of the Contract, the following Contract Bonds at its own expense:

A. Performance Bond - In an amount not less than fifty (50) percent of the Contract Sum; and

B. Labor and Materialman's Bond - In an amount not less than one hundred (100) percent of the Contract Sum.

C. Road Maintenance Bond - in an amount not less than $100,000 with PennDOT and Authority as Obligees.

1.2 The Contractor shall furnish to Authority, at the time so indicated, the following Maintenance Bond(s). Each Maintenance Bond shall continue in full force and effect for the period specified, however, this shall not limit the Contractor's responsibilities for costs greater than the amount covered by each Maintenance Bond.

A. The Contractor shall furnish to Authority a Maintenance Bond in the amount of ten (10) percent of the Contract Sum. The Maintenance Bond shall continue in full force and effect, beginning on the date of Authority's Certificate of Acceptance of Final Inspection, and continuing for a period of twelve (12) months after the date of Authority's issuance of Certificate of Acceptance of Final Inspection.

1.3 Contract Bonds shall be on forms provided by Authority and shall be executed by a Surety or Sureties acceptable to Authority, licensed to transact business in the Commonwealth of Pennsylvania and named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder. A copy of the required bonds are attached in Article 2.

1.4 Provisions of the foregoing Contract Bonds shall not limit, in any manner, any liability of the Contractor to Authority.

1.5 All alterations, extensions of time, extra and additional work, and other changes to the Contract may be made without securing the consent of the Surety or Sureties on the Contract Bonds. Such changes shall not, however, alter the Surety's or Sureties' responsibility relating to the Contract Bonds.

1.6 The Contract Bond shall not be modified, altered, amended or canceled by the Contractor or the Surety or Sureties without prior written consent of Authority.

1.7 If any Surety upon any bond furnished in connection with this Contract becomes unacceptable to Authority, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of Authority and of persons or firms supplying labor or materials in the prosecution of the Work.

ARTICLE 2 – BOND FORMS

FORM L

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____ (--Contractor--) as PRINCIPAL, AND _____ as SURETY, are held firmly bound unto Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, hereinafter called Authority, in the sum of 50% of the Contract Sum, as it may change from time to time in accordance with the Contract Documents, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL entered into a certain Contract, hereto attached, with Authority, dated the _____ day of _____, 20__, for S.R. 88 Grade Crossing Improvement Project, Contract No. SYS-26-02.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract, and any extensions thereof that may be granted by Authority, with or without notice to the Surety, and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, including changes which result in increases or decreases in the original Contract Sum with or without notice to the Surety, then this obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and duly signed by its authorized representatives, pursuant to authority of its governing body.

IN PRESENCE OF:

PRINCIPAL

(IF SOLE PROPRIETOR):

_____ _____
Witness Signature of Proprietor

_____
Business Name and Address

(IF A PARTNERSHIP):

_____ _____
Witness Signature of General Partner

_____
Business Name and Address

(IF A CORPORATION OR JOINT VENTURE):

ATTEST:

_____ _____
(Seal) Signature of Authorized Representative
(Affix Corporate Seal, If a Corporation)

_____
Name and Title

_____
Business Name and Address

SURETY

ATTEST:

_____ _____
(Seal) Signature of Authorized Representative
(Affix Corporate Seal)

_____
Name and Title

_____
Business Name and Address

FORM M

LABOR AND MATERIALMAN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That (-----Contractor -----) as PRINCIPAL, and _____ as SURETY, are held firmly bound unto Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, hereinafter called Authority, in the sum of 100% of the Contract Sum, as it may change from time to time in accordance with the Contract Documents, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with Authority dated the _____ day of _____, 20__, for S.R. 88 Grade Crossing Improvement Project, Contract No. SYS-26-02.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor, equipment and material in the prosecution of the Work provided for in said Contract, and any duly authorized modifications of said Contract that may hereafter be made, including changes which result in increases or decreases in the original Contract Sum, with or without notice to the Surety, then this obligation to be void, otherwise to remain in full force and virtue.

IT IS FURTHER PROVIDED that every person, partnership, association or corporation who, whether as subcontractor or otherwise, has furnished material or equipment or supplied or performed labor in the prosecution of the Work, and who has not been paid therefore, may, in its own name, sue the surety in assumpsit on this bond and prosecute the same to final judgment for such sum or sums as may be justly due it, and have execution thereon, as provided by applicable law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and duly signed by its authorized representatives, pursuant to authority of its governing body.

IN PRESENCE OF:

PRINCIPAL

(IF SOLE PROPRIETOR):

_____ _____
Witness Signature of Proprietor

_____
Business Name and Address

(IF A PARTNERSHIP):

_____ _____
Witness Signature of General Partner

_____
Business Name and Address

(IF A CORPORATION OR JOINT VENTURE):

ATTEST:

_____ _____
(Seal) Signature of Authorized Representative
(Affix Corporate Seal, If a Corporation)

_____
Name and Title

_____
Business Name and Address

SURETY

ATTEST:

_____ _____
(Seal) Signature of Authorized Representative
(Affix Corporate Seal)

_____ _____
Name and Title

_____
Business Name and Address

FORM N

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that (-----Contractor-----) as PRINCIPAL, and _____ as SURETY, are held firmly bound unto Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, (hereinafter called "Authority") in the sum of:

_____ DOLLARS ($ _____), 10% of the Contract Sum, as it may have been changed from time to time in accordance with the Contract Documents, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with Authority dated the _____ day of _____, 20__, for S.R. 88 Grade Crossing Improvement Project, CONTRACT NO. SYS-26-02.

NOW, THEREFORE, if the Principal shall remedy without cost to Authority any defects which, in the judgment of Authority, are caused by defective or inferior materials or workmanship, and provided such defects develop during a period of twelve (12) months from the date of the Certificate of Acceptance of Final Inspection, then this obligation shall be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and duly signed by its authorized representatives, pursuant to authority of its governing body.

IN PRESENCE OF:

PRINCIPAL

(IF SOLE PROPRIETOR):

_____ _____
Witness Signature of Proprietor

_____
Business Name and Address

(IF A PARTNERSHIP):

_____ _____
Witness Signature of General Partner

_____
Business Name and Address

(IF A CORPORATION OR JOINT VENTURE):

ATTEST:

_____ _____
(Seal) Signature of Authorized Representative
(Affix Corporate Seal, if a Corporation)

_____
Name and Title

_____
Business Name and Address

SURETY

ATTEST:

_____ _____
(Seal) Signature of Authorized Representative
(Affix Corporate Seal)

_____
Name and Title

_____
Business Name and Address

FORM O Bond No.

ROAD MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, hereinafter called

the Principal, and _____, a corporation of the State of

_____ and authorized to do business in the Commonwealth of Pennsylvania, as Surety, are held and firmly bound unto PennDOT and the Authority, hereinafter jointly referred to as Obligees, in the sum of One Hundred Thousand Dollars ($100,000) lawful money of the United States to be paid to the said

_____ for which payment well and truly to be made we bind ourselves and our heirs, executors, administrators, or successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into an agreement with Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit dated _____ which will involve the travel of construction vehicles and equipment over portions of certain State roads known as follows:

Pennsylvania State Route 0088

NOW THEREFORE, if the Principal shall maintain said roads in good condition at its expense and, at the end of use, leave said roads in good condition in accordance with the above-described agreement, then this obligation to be void; otherwise, to remain in full force and effect.

SIGNED, SEALED AND DATED this _____ day of _____, 20 .

BY: _____

BY: _____
Attorney-in-fact

END OF SECTION

Section 00700 – General Conditions

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ARTICLE 1 – INDEPENDENT CONTRACTOR

1.1 The Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the Work required under the terms of the Contract Documents. The Contractor shall be liable for its own acts and omissions as well as those of its employees and agents. Nothing contained herein shall be construed as creating an employment or agency relationship between Authority and the Contractor.

1.2 Terms in the Contract Documents referring to direction from Authority shall be construed as providing for direction as to policy and the result of the Work only, and not as to means by which such result is obtained.

ARTICLE 2 – INTENT OF CONTRACT DOCUMENTS

2.1 The Contract Documents describe the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, generally accepted industry practice shall be followed and only new materials and workmanship of the highest quality shall be used in the Work.

2.2 The Contract Documents do not segregate work to be performed by any trade or subcontract. The assignment of work to the various trades or crafts shall be solely the responsibility of the Contractor.

2.3 The Contractor shall keep a copy of the Contract Documents at the Worksite and shall at all times give the Engineer and Authority access to them. Anything mentioned in the Contract Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Contract Specifications, shall be treated as if shown or mentioned in both.

A. Omissions from the Contract Documents of details of work which are necessary to carry out the intent of the Contract Documents, or which are customarily performed, shall not relieve the Contractor from performing such omitted details of work, but such details shall be performed as if set forth in the Contract Documents.

B. The Contractor shall promptly review all Contract Documents furnished to it upon receipt and shall therefore promptly notify the Engineer of any noted discrepancies. Figures marked on the Contract Drawings shall be followed in preference to scale measurements. The Contract Drawings showing the greatest detail shall govern. Before the layout or performance of the Work, the Contractor shall verify the actual conditions, dimensions, distances and locations of all facilities, utilities, structures and pavements which may be affected by the Work, and shall also compare with the Contract Drawings and the figures thereon. The Contractor shall be responsible for errors which would have been avoided by such verification. In case of a discrepancy in the figures mentioned in either the Contract Drawings, Contract Documents, or the actual locations, the Contractor shall promptly submit the matter to the Engineer, who will provide a written decision to the Contractor to resolve the discrepancy.

C. In the event there is a discrepancy within the Contract Documents or between the Contract Documents and a standard, regulation, or governmental requirement, the more stringent requirement shall apply.

D. The Contractor shall submit requests for information and interpretation of the Contract Documents to the Engineer only on the Engineer provided form for Request for Information (RFI).

2.4 The Work shall include all engineering, labor, tools and materials necessary to accomplish a complete system in all respects, except those specifically identified to be done by others. There will be no extra charges allowed for any work whether exactly described in the Contract Documents or not as long as such work, labor and materials are required in order to obtain the specified end product.

A. Any drawings or measurements included with the Bid Documents or Contract Documents shall be for the convenience, respectively, of the Bidders and the Contractor only. Complete responsibility for detailed operating parameters and verification of all dimensions lies with the Contractor. The Contractor shall verify all operating parameters and dimensions related to the Work.

B. The Contractor shall comply with all applicable laws and the applicable sections of the codes and standards used and recognized in the industry and specifications for the type of equipment and/or work provided.

C. The Contractor shall be responsible for designing and furnishing all materials for an operational system, in accordance with all applicable codes, standards and specifications.

D. The Contract Documents provide the salient characteristics and performance requirements for an acceptable system. If a component part which is important to the operation of the system or subsystem is not identified, or if a modification to the existing structure necessary to ensure a proper and complete installation is not detailed or identified, it is the responsibility of the Contractor to identify the required components or modifications and include the cost of providing and installing same as part of its Bid. Such component parts or modifications not identified in the Contract Documents but found to be necessary to complete the Work shall be provided and installed by the Contractor at no additional cost to Authority.

ARTICLE 3 – RESPONSIBILITY OF THE ENGINEER

3.1 The Engineer will be Authority's representative for the Work and will act on behalf of Authority to the extent provided in the Contract Documents. All instructions issued by the Engineer shall have the same force as if issued by Authority.

3.2 The Engineer will determine whether the Contractor’s performance of the Work is in conformance with the Contract Documents. The Engineer will, when required by the progress of the Work or at the request of Authority, render interpretation as necessary for the proper execution of the Work. No

provision of this Article 3 shall be found to be in conflict with the procedures for settling disputes set forth in Section 00900, Article 3. Section 00900, Article 3 shall govern.

3.3 The Engineer has the authority to issue a Stop Work Order to stop a specific work activity if, in the Engineer's opinion, the work activity is not being executed by the Contractor in accordance with the Contract Documents. Any costs incurred by the Contractor as a result of the issuance of a Stop Work Order shall be the responsibility of the Contractor. Should the Contractor disagree with the issuance of the Stop Work Order, it shall follow the procedures set forth in Section 00900, Article 3.

3.4 Notwithstanding any provision of the Contract Documents, no contractual relationship exists between the Contractor and the Engineer.

ARTICLE 4 –SUPERVISION OF CONSTRUCTION

4.1 The Contractor shall supervise and direct the Work and shall be solely responsible for all means, methods, techniques, sequences and procedures required to properly and safely complete the Work within the schedule requirements of the Contract and for coordination of all portions of the Work.

4.2 Before starting the Work, the Contractor shall provide, in writing to the Engineer, the name, qualifications, and experience of its proposed representative and alternate. Upon approval by the Engineer, the proposed representative and alternate shall have complete authority to represent and act on behalf of the Contractor. This authorized representative or alternate shall be present at the Worksite at all times while the Work is in progress.

4.3 The Contractor shall request, in writing, approval from the Engineer, when it desires to change its representative or alternate and shall provide all information requested by the Engineer regarding the new representative or alternate. The Engineer will, within five (5) working days after receipt of such request, reply to such request from the Contractor.

4.4 If the Engineer determines that a member of the Contractor’s management and/or supervisory staff is not effective in executing his or her duties, the Engineer may direct, in writing, with specific reasons for doing so, the Contractor to replace the current member of its management and/or supervisory staff with a new qualified member. The Contractor shall reply to such notice from the Engineer within three (3) working days of receipt of such notice and shall provide necessary information to the Engineer regarding its new staff member for approval.

ARTICLE 5 – IDENTIFICATION OF EMPLOYEES

5.1 The Contractor, Subcontractors and Suppliers shall provide all personnel with distinctive identification showing the employer's name and employee's name and number. Such identification must be displayed in a prominent manner on each person while engaged on the Work. Access to the Worksite will be granted only to properly identified representatives of the Contractor, Subcontractors and Suppliers.

ARTICLE 6 – COMMUNITY RELATIONS

6.1 The Contractor shall be responsible for maintaining a continuing liaison with the public and local municipalities, including but not limited to, persons occupying property or doing business in the immediate area of the Worksite, for the purpose of minimizing inconveniences resulting from construction. The Contractor shall contact, as necessary, residents, businesses, or agencies the Contractor's activities may affect and explain to them the means by which they can contact a representative expeditiously. The Contractor shall assign this responsibility to an employee, who shall be the Contractor's Community Relations Representative, with authority to act on requests or complaints. The Contractor shall submit to the Engineer at the Pre-Construction Conference, for the Engineer's approval, its Community Relations Representative's resume and telephone number. The Contractor shall promptly report in writing to the Engineer any such requests or complaints, in advance of any action being taken by the Contractor for resolution of the issues. The Contractor shall make no statement to the news media relative to the Contract without prior written authorization from Authority's Project Representative who will coordinate with Authority's Media Relations Department. The Contractor's Community Relations Representative shall attend community meetings with Authority, when so requested.

ARTICLE 7 – INSURANCE

7.1 The Contractor shall procure, within ten (10) days of receipt of the Notice of Award, and prior to the performance of any portion of the Work, and maintain, at its own cost and expense, during the entire period of the performance of the Work, the following types and amounts of insurance. The limits for the following insurance may be satisfied by any combination of primary and excess or umbrella per occurrence policies

A. **Workers' Compensation and Employer's Liability Insurance**

1. Workers' Compensation - Statutory Limits.
2. Employer's Liability with a minimum limit of:
   a) $1,000,000 Each Accident
   b) $1,000,000 Disease Policy Limit
   c) $1,000,000 Disease Each Employee
3. Coverage shall be provided in accordance with the laws of the Commonwealth of Pennsylvania and the laws of such other jurisdictions as may apply.
4. The Contractor shall require, and hereby certifies, that each of its Subcontractors maintains Workers' Compensation Insurance in accordance herewith, and shall provide to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit written evidence of such coverage then in effect for each Subcontractor upon Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit's request.

B. **Commercial General Liability Insurance**

1. In an amount not less than:

   a) $2,000,000 Each Occurrence

   b) $4,000,000 Products and Completed Operations Aggregate

   c) $4,000,000 General Aggregate, Bodily Injury and Property Damage Combined.

2. Contractor shall maintain Products and Completed Operations Liability Coverage for at least two (2) years after final payment, and, on a yearly basis, provide Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit with written evidence of such coverage.

3. Insurance shall be provided on a per Contract basis.

4. Policy shall provide that “Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit”, “Timberidge Condominium NO. 1”, and the Engineer be named as Additional Insureds for the Contractor's full limits of coverage on a primary basis, but in no case less than the limits specified; shall be endorsed with a Waiver of Subrogation Clause with respect to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit and the Engineer; and neither the Contractor nor its insurer shall have any claim against Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit or the Engineer to the extent the claim is or should have been covered by insurance.

5. If Claims Made Coverage is provided, the policy retroactive date shall be effective prior to the date of this Contract and the extended reporting period must provide that the policy shall respond to claims made for at least twenty-four (24) months after issuance of the Certificate of Acceptance of Final Inspection.

C. **Business Automobile Liability Insurance**

1. With a combined Single Limit not less than:

   a) $5,000,000 Each Accident

2. Policy shall cover the use of all owned, hired and non-owned vehicles.

3. Policy shall provide that “Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit” and the Engineer be named as Additional Insureds for the Contractor’s full limits of coverage on a primary basis, but in no case less than the limits specified; shall be endorsed with a Waiver of Subrogation Clause with respect to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, “Timberidge Condominium NO. 1”, and the Engineer; and neither the Contractor nor its insurer shall have any claim against Authority or the Engineer to the extent the claim is or should have been covered by insurance.

4. The Contractor shall require, and hereby certifies, that each of its Subcontractors or Suppliers maintain Automobile Liability Insurance in accordance herewith for any vehicles used, or to be used, for the Work.

D. **Installation Floater**

1. In an amount not less than 100% of the Contract Sum.

2. Coverage shall protect against all risks of physical loss to all structures, materials and equipment destined to become a permanent part of the Work, including coverage for items in transit to the Worksite, as well as items stored at the Worksite and/or at other storage locations.

3 Policy shall provide that "Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit" and the Engineer be named as Additional Insureds for the Contractor's full limits of coverage on a primary basis, but in no case less than the limits specified; shall be endorsed with a Waiver of Subrogation Clause with respect to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit and the Engineer; and neither the Contractor nor its insurer shall have any claim against Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit or the Engineer to the extent the claim is or should have been covered by insurance.

E. **Professional Liability Insurance**

The Contractor or its Subcontractor performing engineering, Geo-Technical Consultant, signal system design, programming or Integration or other professional work ("Professional Services") shall provide Professional Liability Insurance in an amount not less than:

1. In an amount not less than:
   a) Each Occurrence $2,000,000.00
   b) Aggregate $4,000,000.00
2. Policy shall cover gradual as well as sudden and accidental releases resulting from the Contractor's performance of the Work within the Worksite or during removal, transport or disposal of any hazardous or non-hazardous waste for or related to the Work.
3. Policy shall provide that Authority and the Engineer be named as Additional Insured for Contractor's full limits of coverage on a primary basis, but in no case less than the limits specified; and shall be endorsed with a waiver of subrogation clause with respect to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, and neither the Contractor nor it's Insurer shall have any claim against Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit to the extent the claim is or should have been covered by insurance.

4. If Claims Made coverage provided, the policy retroactive date shall be effective prior to the date of the Contract and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least twenty-four (24) months after the completion of Work.
5. Policy shall cover risks resulting from the Contractor's asbestos remediation or abatement activities while performing the Work and/or during the removal, transport or disposal of asbestos for or related to the Work.

F. **Contractor's Pollution Liability**

General Contractor, Geotechnical Consultant

1. In an amount not less than:
   a) Each Occurrence $2,000,000.00
   b) Aggregate $4,000,000.00
2. Policy shall cover gradual as well as sudden and accidental releases resulting from the Contractor's performance of the Work within the Worksite or during removal, transport or disposal of any hazardous or non-hazardous waste for or related to the Work.
3. Policy shall provide that Authority and the Engineer be named as Additional Insured for Contractor's full limits of coverage on a primary basis, but in no case less than the limits specified; and shall be endorsed with a waiver of subrogation clause with respect to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, and neither the Contractor nor it's Insurer shall have any claim against Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit to the extent the claim is or should have been covered by insurance.
4. If Claims Made coverage provided, the policy retroactive date shall be effective prior to the date of the Contract and the extended reporting period or policy renewal must provide that the policy will respond to claims made for at least twenty-four (24) months after the completion of Work.
5. Policy shall cover risks resulting from the Contractor's asbestos remediation or abatement activities while performing the Work and/or during the removal, transport or disposal of asbestos for or related to the Work.

7.2 Approval

A. Contractor shall not commence the Work until it has forwarded to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, for review and approval, all Certificate(s) of Insurance for the insurance as required by this Article 7.

B. Policies shall be renewed upon expiration and continued in full force and effect until the issuance of the Certificate of Acceptance of Final Inspection by Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit.

C. Should any of the policies for the required insurance be cancelled before the expiration date thereof, and/or the final completion of the Work, notice shall be delivered to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit in accordance with the policy provisions.

7.3 The procurement by the Contractor of the insurance required above shall in no way lessen, nor affect, the various obligations and liabilities of the Contractor as set forth in the Contract Documents.

7.4 All insurance provided hereunder shall be procured from insurance companies acceptable to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit, authorized to operate in the Commonwealth of Pennsylvania and having a minimum A- rating as then stated by A. M. Best.

7.5 All insurance provided hereunder and limits shall be primary and non-contributory by Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit.

7.6 The Contractor hereby certifies, and upon request shall provide to Port Authority of Allegheny County d/b/a Pittsburgh Regional Transit written evidence, that it, its employees, its Subcontractors, and all visitors to the Worksite are appropriately insured in accordance with Article 7.

ARTICLE 8 – INDEMNIFICATION

8.1 The Contractor agrees, on behalf of itself and its officers, directors, employees, agents, consultants, Subcontractors, Suppliers, insurers, successors and assigns, that it shall, at its sole cost and expense, defend any and all suits, actions, causes of action and/or claims brought or raised against Authority, the Engineer and/or the other agencies and entities as identified in the Contract Documents, and their respective officers, directors, employees, agents, consultants, insurers, successors and assigns, for or on account of any injuries, including death, damages, punitive damages, loss of property, costs, and/or expenses, including, but not limited to, attorneys' fees, alleged to have been caused, in whole or in part, by, through, or in connection with, the performance of the Work or the Contract, whether due to the use of defective materials or defective workmanship, or on account of any act, omission, or negligence of the Contractor and/or its employees, agents, consultants, Subcontractors or Suppliers and it shall fully and finally release, indemnify and hold harmless Authority, the Engineer and the other agencies and entities as identified in the Contract Documents, and their respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, injuries, including death, damages, punitive damages, loss of property, costs, and expenses, including, but not limited to attorneys' fees, caused by, or in any manner arising from, in whole or in part, any act, omission or negligence of the Contractor, and/or its employees,

agents, consultants, Subcontractors or Suppliers, in the performance of the Work and/or the Contract; and shall pay, liquidate and discharge any and all claims, losses and demands for injuries to persons, including death, and damage to property caused by, or in any manner arising from, in whole or in part, the performance of the Work or the Contract. The above provisions shall further apply to any suit, action, cause of action, claim, loss, demand or damage brought by, or on behalf of, any employee of the Contractor, or its Subcontractors or Suppliers, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, or responsible, against Authority, the Engineer and/or the other agencies and entities as identified in the Contract Documents, and/or their respective officers, directors, employees, agents, consultants, insurers, successors and assigns; the Contractor expressly waives for itself and its Subcontractors, Suppliers and insurers any and all protections afforded under the Pennsylvania and any other applicable workers' compensation act, but only as is necessary to fully comply with their responsibilities and obligations under these provisions; and the obligations hereunder shall not be limited, in any way, by any limitation on the account or type of damages, compensation or benefits payable by or for the Contractor or its Subcontractors or Suppliers under any applicable workers' compensation act, disability benefits act, any other employee benefits acts or any insurance.

8.2 The Contractor further agrees, on behalf of itself and its officers, directors, employees, agents, consultants, Subcontractors, Suppliers, insurers, successors and assigns, that it shall, at its sole cost and expense, defend any and all suits, actions, causes of action and/or claims brought or raised against Authority, the Engineer and/or the other agencies and entities as identified in the Contract Documents, and their respective officers, directors, employees, agents, consultants, insurers, successors and assigns, claiming or alleging that an employee of the Contractor or its Subcontractor(s) or Supplier(s) may recover wages, benefits, expenses, costs, fees or other amounts under any applicable workers' compensation act or law from Authority, the Engineer and/or the other agencies and entities as identified in the Contract Documents, and shall fully and finally release, indemnify and hold harmless Authority, the Engineer and the other agencies and entities as identified in the Contract Documents, and their respective officers, directors, employees, agents, consultants, insurers, successors and assigns, from and against any and all actions, claims, losses, costs, damages and expenses, including, but not limited to, attorneys' fees, caused by, or in any manner arising from, in whole or in part, any claim or action alleging that Authority, the Engineer and/or any agencies and entities as identified in the Contract Documents is a "statutory employer" of any employee or other individual retained by the Contractor, its Subcontractor(s), or its Supplier(s).

8.3 For the purposes of this Article, the term "other agencies and entities" shall include PennDOT and TIMBERIDGE CONDOMINIUM NO.1.

ARTICLE 9 – USE AND POSSESSION PRIOR TO COMPLETION

9.1 Authority has the right to take possession of or use any completed portion or partially completed portion of the Work. Such possession or use shall not be deemed as Acceptance of the Work or any portion thereof. While Authority is in possession of such portion of the Work, the Contractor, notwithstanding the provisions of Section 01500, Article 1.4, shall be relieved of the responsibility for loss or damage to only that portion of the Work, except for loss or damage resulting from the Contractor's, Subcontractor's or Supplier's fault or negligence. Prior to taking over a portion or partially completed portion of the Work, an inspection of such portion of the Work will be conducted by the Engineer with the Contractor. The Engineer will document the conditions encountered and maintain the document as part of the Project Record Documents. The Contractor shall, however, remain responsible for completion of such portion of the Work in accordance with Contract Documents.

9.2 Notwithstanding the use and possession by Authority of any completed portion or partially completed portion of the Work, the applicable time period for the Contractor's guaranty and Maintenance Bond shall not commence until the times set forth in Section 00500, Article 6.

9.3 Work performed by other contractors pursuant to Section 00700, Article 10 on a completed portion or partially completed portion of the Work shall not be deemed use and possession of such portion of the Work by Authority.

ARTICLE 10 – OTHER CONTRACTS

10.1 A. Authority may undertake or award contracts to other contractors, public utilities or others for work on or near the Work, and the Contractor shall fully cooperate with such other contractors, public utilities, the Engineer, Authority and others in the performance and scheduling of such work. The Contractor shall not interfere with, hinder or delay the performance of work by other contractors, public utilities, the Engineer, Authority or others. The Contractor shall coordinate with, and cooperate with, such other contractors, public utilities, the Engineer, Authority and others. Cooperation shall be specifically required in the area of scheduling of the Contractor’s work to avoid possible interference with or impacts to, and to facilitate, the work of others. Where designated, the Contractor shall provide for proper interfaces to future construction by others.

B. 1. The Contractor agrees and understands that for all claims, damages and costs which, in whole or in part, arise out of or relate to, directly or indirectly, any act or omission of any other contractor having a contract with Authority, including such contractor’s subcontractors and suppliers, a public utility or any other person or entity, the Contractor, and its employees, agents, representatives, Subcontractors and Suppliers, shall have no, and hereby expressly waive any, claim or cause of action against Authority or the Engineer for such a claim, damage or costs, but instead, the Contractor, and its employees, agents,

representatives, Subcontractors and Suppliers, shall only have the right to recover for and/or pursue such a claim, damages or costs from such other contractor, subcontractor, supplier, public utility, person or entity.

2. Furthermore, the Contractor hereby agrees, acknowledges and understands that should it, or its employees, agents, representatives, Subcontractors or Suppliers, cause any damage or cost, through any act or omission, to any other contractor having a contract with Authority, any public utility or any other person or entity, that such other contractor, public utility, person or entity may bring an action directly against the Contractor for such damages and costs. The Contractor fully understands and agrees that the intent of this paragraph is to benefit such other contractors, public utilities, persons and entities and raises such other contractors, public utilities, persons and entities to the status of third party beneficiaries, but only as to the terms and conditions of this paragraph.

10.2 When any contractor performing work under or pursuant to another Authority contract is employed on work that interfaces with any portion of the Work, the Contractor shall provide to the Engineer all drawings, dimensions, data and other information necessary to ensure the complete, integrated and proper design, manufacture, installation and operation of interfacing and connecting parts and systems. The exchange of information will be coordinated by the Engineer and copies of all the Contractor's data, drawings and correspondence relating to the above shall be furnished to the Engineer in numbers as requested by the Engineer.

10.3 The Contractor shall also conduct its work in a manner that will prevent materials, soils, water, silt, dust, fumes and trash from leaving the work area and entering an adjacent contractor’s work area.

10.4 The following table depicts other currently known or scheduled Authority or public or private agency contracts in the same area, adjacent to, or in the vicinity of the Worksite, and their anticipated start dates.

Other Contracts and Coordinated Contract Work	Anticipated Start Date
Library Line ATS Project	Spring 2026

ARTICLE 11 – DIFFERING SITE CONDITIONS

11.1 The Contractor shall promptly, upon the discovery of the following conditions, and before the conditions are disturbed, notify the Engineer in writing of:

A. Subsurface or latent physical conditions at the Worksite materially differing from those indicated in the Contract Documents or any such conditions known by the Contractor prior to the submission of the Contractor's Bid; or

B. Unknown physical conditions at the Worksite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in this type of work.

11.2 The Engineer will promptly investigate the conditions, and determine if the actual conditions do differ materially.

11.3 If conditions are encountered that are materially different from those represented, detailed or defined, as set forth above, or those inherent in the type of work in question, and cause a compensable increase or decrease in the Contractor's cost for performing the Work, or the time required for the performance of the Work, the conditions will constitute a differing site condition and the Contractor may, subject to the requirements of Section 00900, Article 1, submit in writing to the Engineer a proposed change to the Work. No request by the Contractor for an equitable adjustment, or claim by the Contractor, arising from an alleged differing site condition, shall be considered timely unless the Contractor has given the required notice.

11.4 Nothing contained in this Article 11 shall limit or waive the responsibilities of the Contractor as set forth in Section 00300, Article 1.

ARTICLE 12 – HISTORICAL AND SCIENTIFIC SPECIMENS

12.1 Items of historical, archaeological or scientific value, including but not limited to, coins, fossils, and articles of antiquity which may be uncovered by the Contractor during the progress of the Work shall become the property of Authority. Such findings shall be reported immediately to the Engineer who shall determine the method of removal and the final disposition thereof.

12.2 Upon uncovering any items of historical, archaeological or scientific value, the Contractor shall immediately suspend any work that would disturb the area where such items were found until such time that the Engineer authorizes the continuation of work in the affected area. The Contractor shall protect the affected area from potential disturbance as directed by the Engineer.

12.3 If the Engineer determines that the affected area, pursuant to applicable laws and/or regulations, requires any activities by others to document and/or recover the items, the Contractor shall coordinate its activities to facilitate the performance of any such other activities pursuant to instructions provided by the Engineer.

ARTICLE 13 – SAFETY AND FIRST AID REQUIREMENTS

13.1 The Contractor shall promptly and fully comply with, execute and enforce, without separate charge therefore to Authority, the safety and health requirements stated herein and those that may be prescribed by any official or representative charged with the enforcement thereof, and shall take such other measures as may be necessary to assure that the Work shall be done in a safe manner and the safety and health of the employees and the general public are safe-guarded. The Contractor shall be responsible for its Subcontractors' compliance with these provisions.

13.2 The Contractor shall comply with all applicable workplace requirements of, and standards and regulations issued by, OSHA and the Pennsylvania Department of Labor and Industry. Copies of all reports submitted to OSHA or the State by the Contractor or any Subcontractor, and also copies of OSHA or other citations and recommendations, shall be submitted to the Engineer within five (5) days of submission or receipt.

13.3 The Contractor shall:

A. The Contractor shall submit three (3) copies of a Safety Program in writing to the Engineer, for review and approval for conformance with the requirements of the Contract Documents, within ten (10) days after receipt of the Notice of Award.

B. The Contractor’s Safety Program shall incorporate such programs and activities as may be necessary to comply with OSHA and other applicable federal, state, county and municipal laws and regulations and Authority’s rules, policies and procedures in the performance of the Work. As part of this item, the Contractor shall develop and institute, for the duration of the Contract, procedures in the event of fire, injury, accident or other emergency conditions. This portion of the Safety Program is to be maintained on public display at the Contractor's field office;

C. Designate, at the Pre-Construction Conference, a Safety Supervisor whose duties shall be to implement and enforce the Safety Program; and

D. Conduct weekly Worksite safety meetings. Included at these meetings will be instructions for each employee on the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposures to illness or injury. Such meetings shall be administered by the Contractor's Safety Supervisor. Notice of the time and place of such safety meetings shall be given to the Engineer at least three (3) days in advance of each such meeting. A copy of the safety meeting minutes shall be provided to the Engineer within three (3) days after each safety meeting. The Engineer or Authority shall be invited to, and at their discretion, may attend these meetings.

13.4 As an integral part of the Contractor’s Safety Program, the Contractor shall prepare and maintain a directory, listing the company name and contact person, business telephone number and emergency telephone number, including a mobile number (i.e. cellular, pager, etc.) as available, for the following, which shall be maintained and updated as required for the duration

of the Contract, and shall be provided to Authority and the Engineer and posted at each of the Contractor's telephones and at a prominent place at the Worksite:

A. Contractor's Main Office, including a 24-hour contact for non-business hours;

B. Contractor's Project Manager;

C. Contractor's Field Superintendent, Safety Supervisor(s) and any other Contractor's personnel as required by the Engineer;

D. Each Subcontractor;

E. Each Authority contractor working adjacent to or on the Worksite;

F. Engineer's Field Office, including a 24-hour contact for non-business hours;

G. Engineer's Main Office;

H. Testing laboratories and batch plants;

I. Emergency telephone numbers including, but not limited to, physicians, emergency hospitals, ambulance, police and fire department;

J. Emergency telephone numbers for utility owners who have facilities on or adjacent to the Worksite;

K. Authority's 24 hour emergency numbers:

1. For bus incident - Bus Traffic Ops (BTO) at (412) 851-4900

2. For rail incident – Rail Traffic Ops (RTO) at (412) 851-4700

3. Port Authority Police at (412) 255-1385

L. Railroads and other affected agencies and/or authorities;

M. Authority's Project Manager; and

N. Pennsylvania Department of Environmental Protection.

13.5 Failure of the Contractor to comply with any of the requirements of this Article 13 may be cause for Authority to disqualify the Contractor from bidding on any other Authority contracts.

13.6 Should a Responsible Authority, determine that the Contractor's failure to comply with this Article 13 creates a hazard to life, limb or property, the Responsible Authority may stop any operation of the Contractor affected by the failure until such failure is remedied. Any time lost due to any such stoppage of the Work shall not be made the subject of any claim for money or time by the Contractor. The Contractor shall not make any claim for extension of time or for additional compensation or for damages by reason of or in connection with work stoppages directed by any Responsible Authority, by reason of or involving operations which create an imminent danger (as defined by OSHA) to employees, to the public or to property.

13.7 The Contractor shall submit to the Engineer and Authority a copy of all accident occurrence reports within 24 hours of occurrence.

13.8 The Contractor shall submit one copy of the OSHA Form 300A including all injuries and illnesses that occurred to the Contractor or appropriate Subcontractor employees to the Engineer, no later than the third day of each month. The Contractor shall indicate, in the upper left corner, the total man-hours worked by the Contractor and its Subcontractors during the previous month.

13.9 The Contractor shall be solely responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work.

A. The Contractor shall take reasonable precautions for the safety of, and provide reasonable protection to prevent damage, injury or loss to:

1. The materials and equipment for incorporation in the Work whether in storage on or off the site under the care, custody or control of the Contractor or others;

2. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not for removal, relocation or replacement in the course of construction.

3. Vehicle and pedestrian traffic traveling through, under, or around the construction area and construction access areas.

B. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

C. The Contractor shall ensure employees, visitors, Subcontractor's employees, and Suppliers' employees, while on the Worksite, comply with the approved Contractor’s Safety Program and with the provisions of the Williams Steiger Occupational Safety and Health Act of 1970 and any changes thereto.

D. In the event of a conflict and/or ambiguity between various safety statutes or requirements, the interpretation by Engineer as to which provision(s) applies or what a given provision(s) implies will be final.

13.10 The Contractor shall employ and assign a full-time Safety Supervisor whose responsibility shall be job safety for the Contract, and whose duties shall be assisting in the supervision for the safety of persons on or about the Worksite and affected property. Should the Contractor implement shift or off hour work, the Safety Supervisor shall be present at the Worksite at a minimum at times during the performance of potentially dangerous or hazardous work.

A. The Contractor shall, within fifteen (15) days after Notice of Award, submit to the Engineer for approval, the qualifications of its proposed Safety Supervisor. Qualifications shall include signal system construction similar to the Work, experience of not less than *ten (10)* years and *five (5)* years devoted to, and with responsibility for, job safety. No portion of the Work shall commence until the Engineer has approved the Safety Supervisor.

B. The Contractor’s Safety Supervisor shall:

1. Make daily safety inspections of job sites and take necessary immediate corrective action to eliminate unsafe acts and conditions;
2. Assure that the OSHA 300A Form Accident Report is properly completed and submitted to the Engineer;
3. Review accident and incident reports and initiate immediate corrective action;
4. Provide job foremen with appropriate material for use in conducting weekly “tool box” safety meetings;
5. Attend foremen “tool box” safety meetings and evaluate their effectiveness;
6. Assist in the preparation of the accident investigation and reporting procedures;
7. Implement training programs for supervisors and employees as they apply to their specific responsibilities and ensure compliance by them of all safety requirements in performing their specific responsibilities, including, but not limited to: (a) heavy equipment operators; (b) power equipment operators; (c) crane operators; and (d) all non-operating labor;
8. Encourage programs for recognition of individual employee’s safety efforts and their contribution toward improved work methods;
9. Be responsible for the control and availability of all necessary, properly operating and maintained safety equipment, including employee’s personal protective equipment;
10. Coordinate activities with those of the other contractors and the Engineer;
11. Submit a written weekly report summarizing:
    a) Daily inspection results;
    b) Tool box meetings;
    c) Accident investigations; and
    d) Planning activities for upcoming operation.
12. Maintain a current copy of OSHA 29 CFR 1926/1910 Standards on site; and
13. Maintain a record of the installation and maintenance of the traffic control and highway closure signs, signals, barricades, and devices. The record shall include a written log of daily maintenance and photographs of installations.

C. If the Engineer determines that the Safety Supervisor is not effective in executing his or her duties, the Engineer may direct the Contractor, in writing, to replace the current Safety Supervisor with a new Safety Supervisor.

D. If or when it should be necessary to replace the Safety Supervisor, the Contractor shall notify the Engineer, within 72 hours in writing, and submit to the Engineer the name, experience and qualifications of the proposed replacement Safety Supervisor for approval. The replacement Safety Supervisor shall be approved and on site prior to replacing the current Safety Supervisor.

13.11 Imminent Danger - The Contractor shall not make any claim for extension of time or for additional compensation, or for damages by reason of or in connection with stoppages of the Work that Authority, the Engineer or their authorized representative directs by reason of or involving operations creating an imminent danger (as defined by OSHA) to employees, to the public or to property. Imminent danger, according to OSHA, “is any condition where there is reasonable certainty that a danger exists that can be expected to cause death or serious physical harm immediately, or before the danger can be eliminated through normal enforcement procedures".

13.12 Safety Program - The Safety Program shall provide guidelines to implement an accident prevention program on the Project, and fully describe the Contractor's commitments for meeting its obligations to provide safe and healthful working conditions for its employees. After Notice of Award, and prior to the start of Work, the Engineer will schedule a meeting with the Contractor to review the Safety Program. The Contractor shall conduct a similar meeting with each Subcontractor at any tier prior to start of the Subcontractor’s work, and shall ensure that each Subcontractor complies with the Safety Program. Both meetings will require the attendance of the Contractor’s Project Manager and approved Safety Supervisor. Other attendees at the meeting may include representatives from the Engineer and Authority. The intent of the review is to: clarify any issues regarding regulatory compliance or contract requirements; enhance planning for both safety and productivity; and reduce the potential for accidents. The Engineer will review the Safety Program to verify that it complies with the Contract Documents. The Contractor shall not begin the Work until the Engineer approves the Contractor's Safety Program as compliant with the requirements of the Contract Documents.

A. Safety Program Content

1. Accident Investigation and Procedures – The Contractor shall describe the accident/incident reporting procedures for the Project. The Contractor shall submit to the Engineer a copy of accident/incident reports within 24 hours of occurrence of the following:

a) Personal injury to a member of a crew, subcontractor, general public traveling in vehicles or pedestrians, and Authority personnel;

b) Equipment or property damage;

c) Near misses having a potential for serious injury, death or property damage; and

d) Requests of the Engineer.

2. Employee Sanctions – Explain disciplinary action for any employee who jeopardizes his or her health or safety, or the health or safety of others.

3. Emergency Procedures – Describe the procedures to familiarize employees with Emergency Procedures for the Project. At a minimum, the procedure shall cover injuries, fires, evacuations, and similar situations, Worksite medical facilities including number and location of stretchers and first aid kits and the location of the First Aid Station.

4. Fire Protection and Prevention – Explain the Project fire protection and prevention program in detail and how the Contractor shall implement it.

5. First Aid – Explain the role of supervision and employees in reporting accidents and injuries, however minor. Provide at least two (2) persons at the Worksite with a valid certificate in First Aid/CPR Training. The Contractor shall provide documentation of this training to the Engineer.

6. Hazard Communications – The Contractor shall provide a written hazard communication program which describes how the Contractor will comply with the requirements of 29 CFR 1926.59 "Hazard Communication".

7. Medical Surveillance – Explain how it will meet the requirements of 29 CFR 1926.33 "Access to Employee Exposure and Medical Records."

8. Occupational Health Programs – Provide required, specific occupational health programs to protect employees working on the Project, i.e., air monitoring, sampling, special protective clothing or equipment, particular hazards monitoring including, but not limited to, silica, asbestos and lead, and a Project - wide noise survey.

9. Personal Protective Equipment – Describe personal protective equipment to be utilized on this Project. Include parameters for its use. Parameters shall include orange or yellow-green (or fluorescent versions of these colors) vest, shirt or jacket in work zones adjacent to traffic.

10. Safe Work Practices – Explain requirements placed on supervision when making Work assignments. List site specific requirements here and give responsibility for enforcement. Provide competent designated signalmen for crane work. Submit annual crane inspection certificate prior to use of any crane.

11. Safety Orientation of New Hires including Supervisory and Administrative Personnel – Describe how each new hire or transferee shall receive a thorough safety and hazard communication orientation which imparts basic information about the Project safety and health program, federal and local regulations, and other safety rules and regulations necessary to perform tasks safely. The Contractor shall verify its new hire

orientation for each employee. It shall do so in writing with the employee's signature on the letter to attest to its validity within 24 hours of the employee's orientation. The Contractor shall submit verification of employees rights and duties as required by Section 306 (f.1) of PA Workers Compensation Act. Future safety instructions may be necessary if the Contractor performs hazardous work and/or unfamiliar tasks. Based upon the nature of the work, orientation may include, but not be limited to, the following:

a) Confined spaces;

b) Cranes, rigging, material handling and mobile equipment;

c) Electrical safety;

d) Emergency procedures;

e) Evacuation;

f) Eye protection;

g) Fall protection;

h) Fire protection;

i) First aid facilities and emergency procedures;

j) Foot protection;

k) Hazard communications;

l) Head protection;

m) Hearing protection;

n) Housekeeping;

o) Medical surveillance;

p) Perimeter guarding;

q) Respiratory protection;

r) Safe work practices on Authority property;

s) Safety harnesses and lifelines;

t) Safety meetings;

u) Scaffolding and ladders;

v) Special Project requirements and procedures;

w) Temporary shoring;

x) Trenching and excavations;

y) Work in/over water (as required); and

z) Work near Railroads.

12. Safety Orientation For Supervisors – The Contractor shall describe supervisor safety orientation upon hire or promotion. List safety duties and responsibilities in daily work activities.

13. Tool Box Safety Meetings – The Contractor shall describe its weekly Toolbox Safety Meetings for its employees and an equivalent requirement that its Subcontractors conduct similar meetings. The meetings shall address material relevant to employees' activities e.g. hazard communications, pre-job orientation and changing jobs or conditions.

14. Task Safety Analysis and Training – The Contractor shall describe its pre-task planning and safety analysis of different phases of the Project. The Contractor shall describe the procedures to train employees in the exposures they will face and the job they are to perform. This is to be done during the pre-job and hazardous communications orientation. Other situations may arise during the course of the Project requiring additional training. The Contractor shall describe how it shall accomplish this.

15. Worksite Safety Inspection – The Contractor shall document to the Engineer its daily Worksite safety inspections.

16. Confined Spaces – Identify potential areas constituting confined spaces. Describe plans for ventilation, atmosphere monitoring, access and egress, personal protective equipment requirements. Describe in detail emergency procedures and equipment. Describe the specific training programs to conduct prior to confined space entry.

17. Jobsite Security – Identify proactive measures for security of the Worksite.

18. Mobile Equipment – The Contractor shall provide Authority with: A description of the type of mobile equipment required to complete the Work; a list of employees trained to operate equipment to be used for the Work; and a description of the Work to be performed. The required list and description of the mobile equipment and the trained operator shall be provided to the Engineer prior to commencement of the Work.

19. Aerial Lifts – The Contractor shall provide anti-crushing devices for all lifts required to complete work beneath or under a fixed structure or similar work where a crushing safety hazard may exist.

20. Hazard and Near Miss Reporting. The Contractor's Safety Program shall include provisions to assure prompt and effective identification, communication and reporting of all safety risks and hazards observed by Contractor and Contractor's employees during the course of performing the Work. As part of this item, Contractor shall develop and institute, for the duration of the Contract, procedures for Contractor employees to report all Work safety risks and hazards. The procedure must allow for employees to submit reports anonymously. Contractor's employees must further be advised that they may report safety risks and hazards directly to the Engineer or Authority safety representatives. All reported safety concerns received by

Contractor must be documented and communicated in writing to the Engineer within one business day of Contractor's receipt of a report. Notification by Contractor to the Engineer of a reported safety concern is to include contact information of the employee raising the concern, unless the report was submitted anonymously. The reporting provisions of the Safety Program is to be maintained on public display at the Contractor's field office;

B. 100% Fall Protection.

1. The Contractor shall develop and submit to Engineer a plan detailing specific actions it shall take to ensure that no employees are exposed to an elevated fall hazard in excess of six (6) feet. The Contractor shall utilize full body harnesses for personal fall protection. At no time shall the Contractor and its Subcontractors use body belts as part of a personal fall arrest system.

2. The Contractor shall train personnel in proper fall protection methods and requirements, and give additional training concerning full body harnesses, lanyards, and lifelines. Training shall cover proper use of such equipment, including wearing, securing, and inspection procedures. The Contractor shall maintain documentation of such training on the Project. The Contractor shall institute measures to verify the effectiveness of the training.

13.13 Transit Corridor/Property Safety Conditions

A. The Worksite may consist of an operating railway and/or busway route. The Contractor's attention is directed to the fact that the Work may, of necessity, be performed at times near high voltage feeder cables, signal cables and other trolley wires which may be energized. The Contractor shall always assume that such wires and cables are energized. The Contractor shall take all precautions necessary to avoid contacting or damaging, in any way, any of these wires, cables or their insulators and supporting structures; shall be responsible for the protection of its and any Subcontractor's workers and for the protection of the general public from injury due to contact of any equipment or materials with such wires and cables; and shall be responsible for the costs incurred in repairing facilities damaged as a result of the performance of the Work.

B. LRT and Busway Right-of-Way Access – Any time the Contractor will be working within the LRT or Busway Rights-of-Way, the Contractor shall complete Authority's Right-of-Way Allocation Request, which form shall be provided to the Contractor by Authority, and submit this form to the Engineer for processing by Authority a minimum of two (2) weeks prior to the commencement of any activities within the Right-of-Way.

1. The Contractor shall attend the weekly scheduled Right-of-Way Allocation meeting prior to the start of the related work. During the performance of the related work, the Contractor shall attend

the Right-of-Way Allocation meetings weekly to provide an update of its progress and activities.

2. The Contractor shall not begin any related work within the LRT or Busway Rights-of-Way prior to the Contractor and its Subcontractors attending Authority's Roadway Worker Protection Training Course (duration eight (8) hours) or Authority's Busway Certification Program (duration eight (8) hours). Attendance by the Contractor's and its Subcontractor's personnel shall be coordinated with the Engineer a minimum of two (2) weeks prior to the commencement of related work.

3. The Contractor must obtain a permit from Authority for access onto Busway Rights-of-Way and placards which must be displayed on all vehicles accessing the Busway. Access is limited to only those vehicles, areas, times and days specified in the permit.

4. The Contractor shall ensure that its personnel, and the personnel of Subcontractor and Suppliers, comply with all required procedures identified in the noted training course, certification program, and permits.

13.14 Spotters. Whenever any portion of the Work is being performed within 10 feet of the centerline of Authority's track, the Contractor shall provide a "spotter" or "spotters" equipped with a sufficiently audible alarm device, to alert all personnel of any approaching Authority traffic. The spotter shall be stationed in a position to see any approaching Authority vehicles in sufficient time to alert such personnel. As vehicles approach, the spotter shall sound the alarm, and shout "hot rail" so all personnel can hear and move out of the pathway of the oncoming vehicle. With oncoming traffic, the Contractor shall remove any equipment as well. The personnel shall not resume their activities until after the vehicle has passed. The spotter shall have no other duties other than that described above whenever any portion of the Work is being performed within 10 feet of the centerline of track.

ARTICLE 14 – DRUG AND ALCOHOL

14.1 Safety Sensitive Requirements

A. The Contractor shall establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655 (hereinafter in this Article, the "Regulations"). The Contractor shall produce any documentation necessary to establish its compliance with the Regulations, and permit any authorized representative of the United States Department of Transportation or its operating administration, the State Oversight Agency of Pennsylvania, or Authority, to inspect the facilities and records associated with implementation of the drug and alcohol testing program as required under the Regulations and review the testing process. The Contractor shall submit to Authority, within three (3) days of being requested to do so by Authority, its drug and alcohol policy and program to demonstrate its compliance with the Regulations. The Contractor shall further certify annually its compliance with the

Regulations before January 30 of each year and submit the Management Information System (MIS) reports, as required by the Regulations, before March 1 of each year, or within one month after the completion of all Safety-Sensitive functions by the Contractor, whichever is earlier, to the Manager, Drug and Alcohol Compliance, Port Authority of Allegheny County, 345 Sixth Avenue, Third Floor, Pittsburgh, PA 15222-2527. A copy of the transmittal only shall be given to the Engineer to document that this submission has been made. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

B. The Contractor shall require each Subcontractor, at any tier, performing Safety Sensitive functions, to comply with this Article.

C. Only the personnel or supervisors who perform Safety-Sensitive functions shall be included in the drug and alcohol testing program. Supervisors of such personnel who do not themselves perform Safety-Sensitive functions are excluded.

D. "Safety-Sensitive functions" as defined by the Regulations, for this Contract include, but are not to be limited to, the following:

1. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

14.2. Drug and Alcohol Free Workplace Program

A. Authority is committed to maintaining a drug and alcohol-free workplace for the Work and has a vital interest in maintaining safe, healthy and efficient working conditions for the Work. Alcohol and illegal drug use or possession for alcohol and such drugs pose a serious threat to workplace safety and health and pose a danger.

B. The Contractor shall comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 5103, et seq., for the Work.

C. Authority reserves the right to remove or have individuals removed from the Work who are under suspicion of being, or who are, under the influence of alcohol or controlled or other substances.

ARTICLE 15 – SANITARY PROVISIONS

15.1 The Contractor shall conform to all applicable OSHA and other federal, state, county and municipal laws and regulations pertaining to sanitary provisions.

ARTICLE 16 – USE OF EXPLOSIVES

16.1 The use of explosives shall not be permitted under this Contract, unless approved in writing by Authority.

ARTICLE 17 – DISPOSAL OF MATERIAL OUTSIDE THE WORKSITE

17.1 Unless otherwise expressly specified in the Contract Documents, the Contractor shall be responsible for selecting an appropriate location for the proper and lawful disposal of, and properly and lawfully disposing of, outside of the Worksite, all waste, hazardous substances, or hazardous waste and excess materials.

17.2 When any material is to be disposed outside the Worksite, the Contractor shall notify the appropriate Regional Office of the EPA and the PaDEP, or other appropriate local agencies, and request approval of the proposed disposal site. The Contractor shall also obtain a written release from the property owner on whose property the disposal is to be made. Disposal operations shall not begin until the above approvals and releases have been obtained by the Contractor and written evidence of same has been furnished to the Engineer. The Contractor shall be considered the owner of any material to be removed and disposed of as part of its Work and shall sign any waste profiles or manifests as the Generator.

17.3 The Contractor, in disposing of waste, hazardous substances, or hazardous waste and excess material, shall comply with all applicable federal, state and local governmental laws and regulations concerning such disposal of waste and excess materials.

17.4 The Contractor shall indemnify, hold harmless and defend Authority, its directors, officers, employees, agents and authorized representatives and the Engineer from and against all claims, suits or actions of any nature whatsoever, including, but not limited to, those under the Comprehensive Environmental Response Compensation and Liability Act, as amended, (CERCLA), 42 U.S.C. §§ 9601 et seq., brought for or on account of any decision or action for which the Contractor is responsible under this Article 17 and/or Section 01500, Article 1.6 (Environmental Control).

17.5 The Contractor shall remove and properly dispose of all construction debris as fast as it accumulates, keeping the Worksite clean during the progress of the Work and leaving the Worksite, on final completion of the Work, in a condition satisfactory to the Engineer.

ARTICLE 18 – LAWS TO BE OBSERVED

18.1 The Contractor, and its employees, agents, consultants, Subcontractors and Suppliers, shall be responsible for keeping themselves fully informed of, and shall comply with, all requirements of law, as well as any changes and amendments thereto, which may become effective during the term of this Contract, which in any manner affect persons engaged or employed in the Work, which affect the materials used in or for the Work, and/or which affect, in any way, the conduct or performance of the Work; including, but not limited to: all federal, state and local laws, codes, rules and regulations referenced in the Contract Documents, all other applicable federal, state and local laws,

codes, rules and regulations, including, but not limited to: all orders and decrees of bodies or tribunals having jurisdiction or authority over the same. The Contractor, and its employees, agents, consultants, Subcontractors and Suppliers, shall indemnify, hold harmless and defend Authority and the Engineer, and all of their respective officers, directors, agents, employees and insurers, against and from all claims, causes of action, liability, damages, fines, penalties, costs, and expenses, including, but not limited to, attorneys' fees, arising from or based upon the violation of any such laws, codes, rules, regulations and/or requirements whether by the Contractor or its employees, agents, consultants, Subcontractors or Suppliers. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any requirements of law, the Contractor shall immediately report the same to Authority and the Engineer in writing.

18.2 The Contractor shall include this requirement, or require this requirement to be included, in each subcontract, at any tier.

ARTICLE 19 – PA ONE-CALL

19.1 The Contractor shall comply with 73 P.S. §180 and all applicable regulations, prior to any excavation, drilling, or demolition work.

"BEFORE YOU DIG" Call Pennsylvania One Call
1-800-242-1776.

ARTICLE 20 –THIRD PARTY COORDINATION

20.1 The Contractor shall notify the local municipality, police and fire departments, railroads, private and public agencies, and utilities the Work affects.

20.2 The Contractor shall coordinate requirements for the protection, placement, replacement, relocation, adjustments or reconstruction of utilities with the utility owner prior to starting related portions of the Work. The Contractor shall conduct its operations in a manner that ensures that the utilities will not be disturbed or endangered and shall assume full responsibility for any damage to utilities during construction. Authority will not assume responsibility for reimbursement, participation in design and/or revisions or liability for accuracy of type, size and location of any utility. Unless specified otherwise, the affected utility will, if/as necessary, relocate or adjust its utilities or utility appurtenances within the limits of the Work.

20.3 Relocation or adjustment of affected utilities and utility appurtenances, if any, within the limit of Work shall be in accordance with the Contract Documents.

20.4 If construction activities cause an unanticipated interruption to any utility service, the Contractor shall take the following actions immediately:

A. Notify fire and police services in the local jurisdiction if the nature of the utility service interruption is safety related;

B. Contact the affected utility company and confirm when repairs will begin;

C. Inform the Engineer; and

D. Contact affected local residences or businesses. Inform them as to when repairs will begin and be completed.

20.5 All costs incurred by a utility to permit a disruption of utility service shall be the responsibility of the Contractor. Further, should the Contractor elect to coordinate any temporary relocations by a utility to facilitate its operations, the Contractor shall be responsible for all costs resulting therefrom.

20.6 The utilities have restrictive time periods during which utility services may be interrupted to accommodate work near or adjacent to the utility facilities. The Contractor shall contact each utility and coordinate its work schedule with each such utility. The Contractor shall submit to the Engineer a work schedule for utility related work including time periods when utility services will be disrupted.

20.7 The Project may include utility related construction. Such anticipated construction, if any, is addressed in the Contract Documents.

A. Anticipated utility related construction activities are set forth below in the following table, which indicates, as applicable, the estimated number of required working days to complete each such identified utility related work.

UTILITY	CONSTRUCTION STATIONS	PRELIMINARY TYPE OF WORK PRELIMINARY DESCRIPTION OF WORK ESTIMATE OF TIME REQUIREMENTS
Gas		Not Affected, may need to be protected based on contractors means and methods. Incidental to bid items.
Electric		Coordinated, may need to be protected based on contractors means and methods. Incidental to bid items.
Communications (Comcast)		Coordinated, may need to be protected based on contractors means and methods. Incidental to bid items.
Communications (Verizon)		Coordinated, may need to be protected based on contractors means and methods. Incidental to bid items.
Water		Not Affected, may need to be protected based on contractors means and methods. Incidental to bid items.
Authority Catenary		Coordinated, connection and service for signal system.

Legend:

Prior	Relocation of utility will be completed before Authority issues the Notice-to-Proceed.
Restrictive	Relocation of the utility must be completed before the Contractor can operate without restriction.
Concurrent	Relocation of the utility will be conducted simultaneously with but not restricting the Contractor's operations.
Coordinated	Construction of the utility will have to be phased specifically with the Contractor's operations. The

	Contractor shall coordinate with the utility to perform the required activities.
Not Affected	No utility relocation necessary. Identifies utility with facilities in the area that the work of the project should not affect. May provide specific information.
Incorporated	The Contractor shall complete this work per the Contract Documents in coordination with other work (without estimate of time requirements).

ARTICLE 21 – PERMITS

21.1 The Contractor shall, without additional expense to Authority, be responsible for obtaining any and all licenses, permits and approvals necessary for the prosecution of the Work and for complying with any and all applicable federal, state and local laws, codes, rules and regulations in connection with the prosecution of the Work.

21.2 The Contractor shall provide required engineering documents to obtain all permits/approvals. Authority will co-sign for permits with the Contractor as required by the permitting agency. The Contractor shall pay the required fees associated with the permit process when such fees are required by the permitting agency. The Contractor shall comply with permits/approvals and be responsible for fines, penalties or assessments for non-compliance.

21.3 The Contractor shall provide to the Engineer, copies of all permits and notifications to and from the permitting agencies prior to the start of any related work.

21.4 The Contractor, at its cost and expense, shall be responsible for applying for, securing, and complying with the requirements of, the following jurisdictions' construction permits and shall be responsible for any fines, penalties or assessments for non-compliance:

A. Pennsylvania Department of Transportation (PennDOT)

B. Municipality of Bethel Park

21.5 Required permits for this Contract include, but are not limited to the following:

A. Commonwealth of Pennsylvania Department of Transportation (PennDOT): Highway Occupancy Permit, addenda or changes as necessary

ARTICLE 22 – RAILWAY PROVISIONS

22.1 When any portion of the Work is performed within, or adjacent to, the right-of-way or trackage belonging to, or upon which operates, a common carrier, the Contractor shall conform to all applicable rules and regulations and provide to the Engineer written evidence of approval from the common carrier for such work. Strict adherence to the rules and regulations of the common carrier must be observed relating to the work, safety, and movement of all

trains, public and personal liability insurance, and any other matters pertaining thereto.

ARTICLE 23 –RESERVED

ARTICLE 24 – RESERVED

ARTICLE 25 – RESERVED

ARTICLE 26 – RESERVED

ARTICLE 27 – WAGE RATES

27.1 The Contractor and its Subcontractors shall comply with the Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1, *et seq*., as may be amended and any regulations issued pursuant thereto, and shall pay, at a minimum, the applicable minimum wage to their respective employees for the Work as determined by the Secretary of the PA Department of Labor and Industry and set forth in Section 00800, Article 1.

27.2 The Contractor, on behalf of itself and its Subcontractors, hereby represents and agrees that no employee shall be employed to perform any portion of the Work except in accordance with the classifications set by the PA Department of Labor and Industry.

27.3 The Contractor, on behalf of itself and its Subcontractors, hereby represents and agrees that all employees performing the Work shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between the Contractor, or a Subcontractor, and an employee, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, however, prohibits the payment of more than the applicable prevailing minimum wage rates.

27.4 The Contractor and each Subcontractor shall post, for the entire period of the performance of the Work, the applicable prevailing wage rate determination, including the effective date of any changes thereto, in a prominent and easily accessible place or places at the Worksite and at the places used by the Contractor or Subcontractor to pay employees their wages. The posted notice shall contain the following information:

A. The name of the Project.

B. The name of Authority.

C. The crafts and classifications of workmen listed in the general prevailing minimum wage rate determination for the Project.

D. The general prevailing minimum wage rate determined for each craft and classification and the effective date of any changes.

E. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor or a Subcontractor is not complying with the Pennsylvania Prevailing Wage Act, or any regulations issued pursuant thereto, they may file a protest in writing with the Secretary of the PA Department of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to the extent of the amount due or to become due to them as wages for work performed for the Project. A workman paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract against the Contractor and/or Subcontractor, which right of action must be exercised within six (6) months from the occurrence of the event creating the right.

27.5 The Contractor and its Subcontractors shall keep and maintain accurate records setting forth, at a minimum, the name and craft or classification of, number of hours worked per day by, and actual hourly rate paid, including employee benefits, to, each employee who performs any portion of the Work. These records shall include deductions for each employee.

27.6 The apprentices for the Work shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the Apprenticeship and Training Act, 43 P.S. §§ 90.1 *et seq*., and the regulations issued pursuant thereto, shall be employed on the Project and an employee using the tools of a craft who does not qualify as an apprentice shall be paid the rate predetermined for journeymen in that particular craft or classification.

27.7 The Contractor and its Subcontractors shall pay wages to their employees for the Work without deductions, except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the PA Department of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to an employee.

27.8 Payment of compensation by the Contractor or a Subcontractor to an employee for the performance of the Work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Pennsylvania Prevailing Wage Act and any

regulations issued pursuant thereto, regardless of the average hourly earnings resulting therefrom.

27.9 The Contractor and each Subcontractor shall provide a statement, on a weekly basis, and a final statement, at the conclusion of the performance of the Work by such entity, to Authority, which statement shall be under oath, and in a form satisfactory to Authority and the PA Department of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with the provisions of this Contract or if wages remain unpaid, to set forth the amount of wages due and owing to each workman respectively.

27.10 Before final payment is made pursuant to Section 01200, Article 5, a final wage certification for the Contractor and all Subcontractors, as required by 43 P.S. § 165-10, shall be provided to Authority.

27.11 The Contractor shall include, or cause to be included, the above requirements in each subcontract for the performance of the Work.

ARTICLE 28 – RESERVED

ARTICLE 29 – PATENTS

29.1 The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes, not furnished by Authority, used on or for, or incorporated in, the Work and shall indemnify and hold harmless Authority, the Engineer and their respective directors, officers, employees, agents, consultants, insurers, and representatives, from any and all suits at law, actions, costs and expenses of every nature, including, but not limited to, attorneys' fees, arising from, for, or on account of, the use of any patented materials, equipment, devices or processes.

29.2 If such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

A. Secure for Authority the right to continue using such materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses;

B. Replace such materials, equipment, devices or processes; or

C. Modify such materials, equipment, devices or processes so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of Authority or the Engineer.

ARTICLE 30 – DOCUMENTS, DATA AND COPYRIGHTED MATERIALS

30.1 Authority shall have the right to use, duplicate, or disclose any documents, specifications, data, calculations, software, drawings or photographs, whether electronic or written, provided by or for the Contractor, or prepared for, or specified in, the Work, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

30.2 A. The Contractor agrees to and does hereby grant to Authority, and its directors, officers, employees and agents, acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority to use, copy, publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to so do, all documents, specifications, data, calculations, software, drawings and photographs, whether electronic or written, provided by or for the Contractor, or prepared for, or specified in, the Work now or hereafter covered by copyright.

B. Copyrighted material shall not be used or provided by the Contractor without the written permission of the copyright owner for Authority to use such copyrighted material in the manner above described.

C. The Contractor shall notify Authority in writing of each notice or claim of copyright infringement or infringement of other intellectual property rights received by the Contractor with respect to any such materials.

30.3 The Contractor shall, on behalf of itself and its officers, directors, employees, agents, consultants, Subcontractors, Suppliers, insurers, successors and assigns, at its sole cost and expense, defend, indemnify and hold harmless Authority, the Engineer and any governmental agencies or entities as identified in the Contract Documents, and their respective officers, directors, employees, agents, consultants, insurers, successors and assigns (hereinafter collectively referred to as “Indemnitees”), against any and all claims, causes of action, loss, costs, damages and expenses, including attorneys’ fees, arising from or pertaining to any actual or alleged infringement or other misappropriation of any patent, copyright or other intellectual property right or wrongful use of any trade secret or confidential information, and the Contractor, on behalf of itself and its officers, directors, employees, agents, consultants, Subcontractors, Suppliers, insurers, successors and assigns, shall hold Indemnitees harmless from any and all resulting loss, liabilities, damages, costs and expenses, including, without limitation, attorneys’ fees, arising from or relating to such claims. If any infringement, misappropriation, misuse or other violation of law or equity covered by this indemnity is established by a court or administrative agency in a final decision from which no appeal is or can be taken, or if Authority is temporarily or permanently enjoined or otherwise legally estopped from using all or any portion of the products, equipment, materials, documents, specifications, data, calculations, software, drawings or services provided by or for the Contractor pursuant to the Contract, the Contractor shall be liable to Authority for any and all damages and costs, including, but not limited to, attorneys’ fees, incurred by Authority resulting from the infringement, misappropriation, misuse or other violation of all law or equity and/or from Authority being so enjoined or estopped, including, but not limited to, Authority’s costs to solicit and enter into a new contract with another contractor or supplier to provide the subject or similar products, equipment,

materials, documents, specifications, data, calculations, software, drawings, or services to Authority in a legal and non-infringing manner.

ARTICLE 31 – AMERICANS WITH DISABILITIES ACT

31.1 The Contractor shall comply with, and assure that the Work complies with, all applicable requirements of the Americans with Disabilities Act of 1990(ADA), 42 USC §§ 12101 et seq. and 49 USC § 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq.

ARTICLE 32 – SECURITY REQUIREMENTS

32.1 For purposes of this Article, the term "Project Site" shall be the area where the Work is to be performed as shown on the Contract Drawings, including related construction storage and laydown areas.

32.2 The Contractor shall be solely responsible for initiating, maintaining and supervising security precautions and programs for and in connection with the Work and the Project Site including:

A. The Contractor shall take all necessary and reasonable precautions for security for the Work and Project Site and to seek to avoid and/or minimize danger to life and property, vandalism, theft, other criminal activities and terrorist threats; and

B. The Contractor shall comply with all applicable Federal, state and local laws, ordinances, rules, regulations and orders regarding security and terrorist threats.

32.3 The Contractor shall perform background checks for: all Contractor's and Subcontractors' employees, agents and representatives proposed to perform any portion of the Work at the Project Site and all Suppliers' employees, agents and representatives proposed to perform any portion of the Work at the Project Site other than solely making deliveries to the Project Site and the Contractor shall otherwise agree and perform as follows:

A. No individual, except as stated herein, may perform any portion of the Work at, or otherwise visit, the Project Site until a complete background check has been performed on said individual and the individual passes the specified requirements of the background check. In performing background checks, the Contractor shall familiarize itself with and fully comply with all applicable Federal, state and local laws, ordinance, rules, regulations and orders pertaining to background checks.

B. The Contractor agrees that, in performing background checks, it shall identify all personnel assigned to the Work by name and date of birth and the Contractor shall provide such information (including for all employees, agents and representatives of its Subcontractors and all employees, agents and representatives of its Suppliers performing any portion of the Work at the Project Site) directly to the Engineer. The background checks performed by the Contractor shall be at its cost and expense and shall include an Act 34-Request for Criminal Record Checks for all such individuals.

C. Any individual who has been convicted of any of the below listed criminal charges shall be barred from the Project Site:

1. Arson;
2. Criminal Homicide;
3. Aggravated Assault;
4. Treason;
5. Espionage;
6. Unlawful manufacture, sale or possession of explosives;
7. Using, procuring or manufacturing False Documents;
8. United States Patriot Act;
9. Any attempt or conspiracy to commit any of the above-listed offenses; and
10. Authority reserves the right to include additional charges as appropriate.

32.4 The Contractor shall assign to the Work a Security Representative(s) whose responsibility shall be security for the Contract and the Project Site. This responsibility can be assigned by the Contractor to the superintendent or supervisor as agreed, in writing, by the Engineer.

A. The Contractor shall submit, for review and approval, in writing, by the Engineer, the name of its proposed Security Representative. The qualifications shall include, but not be limited to: security experience; working with and near a construction site; knowledge of laws, rules and regulations associated with security; and/or other experiences acceptable to the Engineer. The Contractor shall not begin any portion of the Work to be performed at the Project Site until the Engineer approves the Contractor's Security Representative(s), in writing.

B. The Contractor's Security Representative shall:

1. Be responsible for the control and implementation of the security for the Project Site, including, but not limited to, regularly inspecting the Project Site and the signage, fencing and access, barriers, screening, and other measures deemed necessary to secure the Project Site;

2. Make periodic security inspections of the Project Site and take necessary actions to eliminate or mitigate security issues;

3. Review security incident reports and initiate immediate corrective action as necessary;

4. Assist in the preparation of security investigation and reporting procedures, including prosecution of offenders;

5. Include security awareness messages as part of the toolbox talk program; and

6. Coordinate security activities with those of other Authority contractors and the Engineer.

C. If the Engineer determines that a Security Representative is not effective in executing his or her duties, the Engineer may direct, in writing, the Contractor to replace the Security Representative with a new Security Representative.

D. If a Security Representative is to be replaced, the Contractor, at least four (4) business days prior thereto, shall so notify the Engineer in writing and shall submit the name, experience and qualifications of the proposed replacement Security Representative for approval. The replacement Security Representative must be approved, in writing, by the Engineer and be at the Project Site prior to replacing the then current Security Representative.

32.5 A. For any of the Contractor's, Subcontractors' and/or Suppliers' employees, agents and/or representatives performing any portion of the Work at the Project Site and/or for any other person for which a background check is required to be performed pursuant to Article 32.3 above, the Contractor shall issue identification badges or other forms of visible identification to such individuals. The identification badge and/or form of identification shall be worn by such individuals at all times while at the Project Site and shall be subject to the approval of the Engineer.

B. For any Supplier's employees, agents or representatives or other individual solely making deliveries to the Project Site, and other permitted short-term visitors to the Project Site, the Contractor shall issue visitor badges, which shall be numbered, and which shall be used by the Contractor for visits to the Project Site by such individuals. The visitor badges shall be worn by such individuals at all times while at the Project Site and shall be subject to approval of the Engineer. The Contractor shall be responsible for controlling, safeguarding and maintaining such visitor badges and for escorting, as appropriate, such individuals while at the Project Site in accordance with the requirements of this section.

ARTICLE 33 – PROJECT SIGNS

33.1 Two (2) project signs shall be furnished and erected at the location(s) as directed by the Engineer. The sign(s) shall be erected upon direction by the Engineer and shall be removed after the Pre-Final Inspection has occurred and prior to the Issuance of the Certificate of Acceptance of Final Inspection by Authority.

33.2 Project signs will be paid for as part of a Predetermined Amount (PDA), Item 01915 Miscellaneous Unforeseen Maintenance and Protection of Traffic, As Directed, as such work is directed to be performed by the Engineer. The value to be paid for the directed work of this item will be established, at the discretion of Authority, by one or more of the following methods:

A. By use of unit prices for items of Work that have an established unit price for other Contract Items under the Contract;

B. By a negotiated amount, subsequent to receipt of the Contractor's submission of a proposal, following the procedures for establishing a price for a negotiated Change Order in Section 00900, Article 1.7;

C. By force account, following the procedures for establishing the value of force account Work as set forth in Section 01200, Article 4; and/or

D. By Authority on the basis of the Engineer's estimate of an equitable value for the Work to be performed. This would be a unilateral value as determined by Authority.

ARTICLE 34 – VERIFICATION OF EMPLOYEES

A. The Contractor shall fully and timely comply with all the applicable requirements of the Pennsylvania Public Works Employment Verification Act (S.B. 637, Session 2011) (hereinafter in this Article, the "Act"), and any and all regulations promulgated in regard to the Act, including, but not limited to, verifying the employment eligibility of each new employee utilizing the U.S. Department of Homeland Security's E-Verify program. Furthermore, prior to a Subcontractor, at any tier, commencing performance of any portion of the Work, the Contractor shall ensure and require that each Subcontractor has and does fully and timely comply with the Act and all regulations promulgated thereunder.

B. Upon Authority's request, the Contractor shall, and shall require each of its Subcontractors to, provide Authority with a written representation that their employees and employment practices are compliant with all applicable federal, state and local laws, including, but not limited to, in compliance with "I-9" requirements, 8 U.S.C. §§ 1324, *et seq.*, and shall provide Authority with all documents and information necessary to support any such representation or information, including copies of I-9s for all employees assigned to, or performing any portion of, the Work.

C. The Contractor shall include these requirements, or require these requirements be included, in each subcontract at any tier.

ARTICLE 35 – VETERAN'S EMPLOYMENT

35.1 The Contractor and its Subcontractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. §2108) who have the requisite skills and abilities to perform the Work. This provision shall not, however, be understood, construed or enforced, in any manner, that would require the Contractor or its Subcontractors to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, is female, is an individual with a disability, or is a former employee of the Contractor or Subcontractor.

END OF SECTION

Section 00800 – Prevailing Wage Rates

Table of Articles

Article 1 – Applicable Prevailing Wage Rates

ARTICLE 1 – APPLICABLE PREVAILING WAGE RATES

1.1 The applicable prevailing wage rates for this Contract are contained in the following pages.

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	SR 88 Grade Crossing Improvements
General Description:	This project includes the installation of grade crossing gates, signing and pavement markings to improve the safety of the PRT LRV system crossing with SR 0088.
Project Locality	Bethel Park
Awarding Agency:	Pittsburgh Regional Transit
Contract Award Date:	10/15/2026
Serial Number:	26-07369
Project Classification:	Heavy/Highway
Determination Date:	8/10/2026
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Allegheny County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07369 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2024		$43.40	$29.51	$72.91
Asbestos & Insulation Workers	8/1/2025		$45.10	$30.31	$75.41
Boilermakers	6/1/2016		$40.90	$27.61	$68.51
Bricklayer	12/1/2025		$42.00	$26.59	$68.59
Bricklayer	6/1/2026		$42.65	$26.94	$69.59
Carpenters - Piledriver/Welder	1/1/2025		$43.38	$22.72	$66.10
Carpenters - Piledriver/Welder	1/1/2026		$44.63	$23.47	$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		$41.49	$19.93	$61.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2025		$43.34	$19.93	$63.27
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2026		$42.11	$23.36	$65.47
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2027		$43.26	$24.35	$67.61
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2028		$44.45	$25.19	$69.64
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2029		$45.72	$26.01	$71.73
Cement Masons	7/1/2024		$34.57	$25.09	$59.66
Cement Masons	6/1/2025		$35.52	$25.64	$61.16
Cement Masons	6/1/2026		$36.02	$26.14	$62.16
Drywall Finisher	6/1/2025		$35.16	$25.98	$61.14
Drywall Finisher	6/1/2026		$36.59	$27.30	$63.89
Electricians & Telecommunications Installation Technician	12/27/2024		$50.86	$32.69	$83.55
Electricians & Telecommunications Installation Technician	12/26/2025		$53.11	$33.72	$86.83
Elevator Constructor	1/1/2025		$61.07	$40.05	$101.12
Elevator Constructor	1/1/2026		$63.71	$40.89	$104.60
Glazier	9/1/2024		$37.06	$31.89	$68.95
Glazier	9/1/2025		$38.70	$33.75	$72.45
Iron Workers	6/1/2025		$41.50	$37.36	$78.86
Iron Workers	6/1/2026		$43.50	$37.91	$81.41
Laborers (Class 01 - See notes)	1/1/2025		$27.32	$19.96	$47.28
Laborers (Class 01 - See notes)	1/1/2026		$27.82	$20.46	$48.28
Laborers (Class 02 - See notes)	1/1/2025		$27.47	$19.96	$47.43
Laborers (Class 02 - See notes)	1/1/2026		$27.97	$20.46	$48.43
Laborers (Class 03 - See notes)	1/1/2025		$30.47	$19.96	$50.43
Laborers (Class 03 - See notes)	1/1/2026		$30.97	$20.46	$51.43
Landscape Laborer (Skilled)	1/1/2025		$25.79	$18.78	$44.57
Landscape Laborer (Skilled)	1/1/2026		$26.79	$19.03	$45.82
Landscape Laborer (Tractor Operator)	1/1/2025		$26.09	$18.78	$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		$27.09	$19.03	$46.12
Landscape Laborer	1/1/2025		$25.37	$18.78	$44.15
Landscape Laborer	1/1/2026		$26.37	$19.03	$45.40
Millwright	6/1/2020		$41.68	$20.32	$62.00

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07369 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 01 - see notes)	6/1/2024		$41.69	$24.39	$66.08
Operators (Class 01 - see notes)	6/1/2025		$42.72	$24.79	$67.51
Operators (Class 01 - see notes)	6/1/2026		$43.74	$25.29	$69.03
Operators (Class 02 -see notes)	6/1/2024		$35.62	$24.39	$60.01
Operators (Class 02 -see notes)	6/1/2025		$36.67	$24.79	$61.46
Operators (Class 02 -see notes)	6/1/2026		$37.67	$25.29	$62.96
Operators (Class 03 - See notes)	6/1/2024		$32.83	$24.39	$57.22
Operators (Class 03 - See notes)	6/1/2025		$33.88	$24.79	$58.67
Operators (Class 03 - See notes)	6/1/2026		$34.88	$25.29	$60.17
Painters Class 6 (see notes)	6/1/2025		$34.16	$25.81	$59.97
Painters Class 6 (see notes)	6/1/2026		$35.26	$26.51	$61.77
Piledrivers	1/1/2025		$41.88	$22.72	$64.60
Piledrivers	1/1/2026		$43.13	$23.47	$66.60
Plasterers	6/1/2024		$33.14	$21.04	$54.18
Plasterers	6/1/2026		$34.59	$22.59	$57.18
plumber	6/1/2025		$54.95	$25.87	$80.82
plumber	6/1/2026		$58.05	$25.87	$83.92
plumber	6/1/2027		$61.15	$25.87	$87.02
Pointers, Caulkers, Cleaners	12/1/2025		$41.50	$22.50	$64.00
Pointers, Caulkers, Cleaners	6/1/2026		$42.20	$22.80	$65.00
Roofers	12/1/2025		$41.21	$21.46	$62.67
Roofers	6/1/2026		$42.00	$23.17	$65.17
Sheet Metal Workers	7/1/2025		$45.00	$35.16	$80.16
Sheet Metal Workers	7/1/2026		$46.75	$36.61	$83.36
Sign Makers and Hangars	7/15/2025		$33.48	$26.41	$59.89
Sign Makers and Hangars	7/15/2026		$36.38	$25.01	$61.39
Sprinklerfitters	1/1/2026		$46.14	$28.30	$74.44
Sprinklerfitters	7/1/2026		$48.64	$28.30	$76.94
Steamfitters	6/1/2025		$50.20	$31.02	$81.22
Steamfitters	6/1/2026		$53.05	$31.27	$84.32
Stone Masons	12/1/2025		$44.10	$25.22	$69.32
Stone Masons	6/1/2026		$44.70	$25.62	$70.32
Terrazzo Finisher	12/1/2025		$42.75	$19.51	$62.26
Terrazzo Finisher	6/1/2026		$43.82	$19.94	$63.76
Terrazzo Mechanics	12/1/2025		$42.15	$21.76	$63.91
Terrazzo Mechanics	6/1/2026		$43.22	$22.19	$65.41
Tile Finisher	12/1/2025		$33.99	$18.71	$52.70
Tile Finisher	6/1/2026		$34.82	$18.98	$53.80
Tile Setter	12/1/2025		$40.80	$23.25	$64.05
Tile Setter	6/1/2026		$41.66	$23.49	$65.15
Truckdriver class 1(see notes)	1/1/2025		$36.43	$23.21	$59.64
Truckdriver class 1(see notes)	1/1/2026		$37.93	$23.71	$61.64
Truckdriver class 2 (see notes)	1/1/2025		$36.89	$23.52	$60.41
Truckdriver class 2 (see notes)	1/1/2026		$38.39	$24.02	$62.41

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07369 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Window Film / Tint Installer	10/1/2019		$25.00	$2.63	$27.63

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07369 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2025		$41.35	$22.09	$63.44
Carpenter	1/1/2026		$42.60	$22.84	$65.44
Carpenter Welder	1/1/2025		$42.85	$22.09	$64.94
Carpenter Welder	1/1/2026		$44.10	$22.84	$66.94
Carpenters - Piledriver/Welder	1/1/2025		$43.38	$22.72	$66.10
Carpenters - Piledriver/Welder	1/1/2026		$44.63	$23.47	$68.10
Cement Finishers	1/1/2024		$35.14	$26.30	$61.44
Cement Finishers	1/1/2025		$35.94	$27.50	$63.44
Cement Masons	1/1/2020		$32.84	$21.10	$53.94
Electric Lineman	6/3/2024		$53.97	$31.05	$85.02
Electric Lineman	6/2/2025		$57.10	$31.63	$88.73
Electricians & Telecommunications Installation Technician	12/27/2024		$51.76	$31.80	$83.56
Electricians & Telecommunications Installation Technician	12/26/2025		$54.16	$32.69	$86.85
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2025		$41.50	$37.36	$78.86
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2026		$43.50	$37.91	$81.41
Laborers (Class 01 - See notes)	1/1/2025		$33.70	$26.00	$59.70
Laborers (Class 01 - See notes)	1/1/2026		$34.70	$27.00	$61.70
Laborers (Class 02 - See notes)	1/1/2025		$33.86	$26.00	$59.86
Laborers (Class 02 - See notes)	1/1/2026		$34.86	$27.00	$61.86
Laborers (Class 03 - See notes)	1/1/2025		$34.25	$26.00	$60.25
Laborers (Class 03 - See notes)	1/1/2026		$35.25	$27.00	$62.25
Laborers (Class 04 - See notes)	1/1/2025		$34.70	$26.00	$60.70
Laborers (Class 04 - See notes)	1/1/2026		$35.70	$27.00	$62.70
Laborers (Class 05 - See notes)	1/1/2025		$35.11	$26.00	$61.11
Laborers (Class 05 - See notes)	1/1/2026		$36.11	$27.00	$63.11
Laborers (Class 06 - See notes)	1/1/2025		$31.95	$26.00	$57.95
Laborers (Class 06 - See notes)	1/1/2026		$32.95	$27.00	$59.95
Laborers (Class 07 - See notes)	1/1/2025		$34.70	$26.00	$60.70
Laborers (Class 07 - See notes)	1/1/2026		$35.70	$27.00	$62.70
Laborers (Class 08 - See notes)	1/1/2025		$36.20	$26.00	$62.20
Laborers (Class 08 - See notes)	1/1/2026		$37.20	$27.00	$64.20
Millwright	6/1/2024		$47.59	$23.72	$71.31
Millwright	6/1/2025		$49.72	$23.72	$73.44
Operators (Class 01 - see notes)	1/1/2025		$40.39	$24.23	$64.62
Operators (Class 01 - see notes)	1/1/2026		$41.96	$24.66	$66.62
Operators (Class 02 -see notes)	1/1/2025		$40.13	$24.23	$64.36
Operators (Class 02 -see notes)	1/1/2026		$41.70	$24.66	$66.36
Operators (Class 03 - See notes)	1/1/2025		$36.48	$24.23	$60.71
Operators (Class 03 - See notes)	1/1/2026		$38.05	$24.66	$62.71
Operators (Class 04 - See notes)	1/1/2025		$36.02	$24.23	$60.25
Operators (Class 04 - See notes)	1/1/2026		$37.59	$24.66	$62.25
Operators (Class 05 - See notes)	1/1/2025		$35.77	$24.23	$60.00

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-07369 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 05 - See notes)	1/1/2026		$37.34	$24.66	$62.00
Operators Class 1-A	1/1/2025		$43.39	$24.23	$67.62
Operators Class 1-A	1/1/2026		$44.96	$24.66	$69.62
Operators Class 1-B	1/1/2025		$42.39	$24.23	$66.62
Operators Class 1-B	1/1/2026		$43.96	$24.66	$68.62
Painters Class 1 (see notes)	6/1/2022		$34.45	$22.82	$57.27
Painters Class 2 (see notes)	6/1/2025		$40.36	$25.81	$66.17
Painters Class 2 (see notes)	6/1/2026		$41.66	$26.51	$68.17
Painters Class 3 (see notes)	6/1/2025		$43.68	$25.81	$69.49
Painters Class 3 (see notes)	6/1/2026		$45.08	$26.51	$71.59
Painters Class 4 (see notes)	6/1/2019		$28.20	$20.06	$48.26
Painters Class 5 (see notes)	6/1/2019		$22.91	$20.06	$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		$62.82	$22.72	$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		$64.70	$23.47	$88.17
Piledrivers	1/1/2025		$41.88	$22.72	$64.60
Piledrivers	1/1/2026		$43.13	$23.47	$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		$48.43	$40.28	$88.71
Truckdriver class 1(see notes)	1/1/2025		$36.43	$23.21	$59.64
Truckdriver class 1(see notes)	1/1/2026		$37.93	$23.71	$61.64
Truckdriver class 2 (see notes)	1/1/2025		$36.89	$23.52	$60.41
Truckdriver class 2 (see notes)	1/1/2026		$38.39	$24.02	$62.41

END OF SECTION

Section 00900 – Contract Modifications

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Article 1 – Changes

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Article 3 – Claims and Disputes

ARTICLE 1 - CHANGES

1.1 Authority reserves and shall have the right to, at any time, without invalidating the Contract and without notice to the Sureties, by a Change Order, unilaterally or by agreement, order modifications in the Work, including changes, additions or deletions thereto, and/or in the Time of Completion and/or any interim milestone.

1.2 Adjustments in the Contract Sum, if any, resulting from a change, modification, addition or deletion in the Work will be determined by Authority by one or more of the following methods as set forth in this Article 1.

A. By a negotiated amount, subsequent to receipt of the Contractor's submission described in Article 1.7;

B. By unit price adjustment, as described in Article 1.10;

C. By force account payment as described in Section 01200, Article 4; and/or

D. Where agreement has not been reached with the Contractor, Authority may issue a Change Order based on the Engineer's estimate of any increase or decrease in the Contract Sum. This is a unilateral adjustment as determined by Authority, which may be timely disputed by the Contractor pursuant to the requirements of Article 1.12.B below. A disagreement with the provisions of any Change Order shall not, however, relieve the Contractor from performing the Work, but instead, the Contractor shall continue to prosecute the Work while disputing any Change Order.

1.3 A change in the Work, the Contract Sum, the Time of Completion or any interim milestone may be accomplished only through a written Change Order. Except as herein provided, no order, statement or conduct of Authority or the Engineer shall be treated as a Change Order or entitle the Contractor to an adjustment to the Contract. No course of conduct or dealing, nor express or implied acceptance of alterations or additions to the Work, shall be the basis of any claim to increase any amounts due under the Contract, or any change to the Time of Completion or any interim milestone. This provision cannot be waived, and no oral amendment of the Contract shall be effective.

1.4 If Authority determines that a change, set forth in a Change Order, causes a compensable increase or decrease in the Contractor's cost of, or, as set forth in Article 1.11, the time required for, the performance of any part of the Work, an adjustment, through the Change Order, will be made to the Contract.

1.5 The Contractor may, at any time, submit in writing to the Engineer a proposed change to the Work. The Engineer will review such proposal and recommend the approval or denial of such proposed change to Authority. Authority, at its sole discretion, may either approve or deny such proposed change. Upon acceptance by Authority of the Contractor's proposed change, Authority will execute and issue a Change Order. The denial of the Contractor's proposed change by Authority shall neither provide the Contractor with any basis for a claim for damages or an adjustment of the Time of Completion. Furthermore, such denial shall not release the Contractor from its contractual responsibilities under the Contract Documents.

1.6 The Contractor may also submit, in writing to the Engineer, a request for an adjustment to the Contract Sum and/or Time of Completion. As an express condition precedent to seeking such an adjustment, the Contractor shall give notice, in writing to the Engineer, immediately upon the commencement of an event or the receipt of a direction from the Engineer or Authority, which the Contractor believes will or may give rise to a request for such an adjustment. Within five (5) days of the conclusion of an event or an action that the Contractor believes gives rise to such an adjustment, the Contractor, also as an express condition precedent to seeking such an adjustment, shall submit, in writing to the Engineer, a request for a Change Order.

1.7 Within fifteen (15) days of receiving a request from the Engineer or with any submission of a request for a Change Order, the Contractor shall submit, for each change, modification, addition or deletion, involving a claimed increase or decrease in the cost of performing the Work, an itemized breakdown of all such costs, covering any Subcontractor's and/or Supplier's work as well as its own which shall be supported by sufficient substantiating data to permit a complete evaluation by Authority and the Engineer. The Contractor shall also indicate and substantiate any claimed increase or decrease in the Time of Completion as a result of the proposed change, modification, addition or deletion. For any claimed adjustments in the Contract Sum which are based on other than the unit price method set forth in Article 1.10, the Contractor's itemized breakdown and submission shall include the following and the Contractor agrees to accept as payment for any such change the total of the following amounts:

A. Material quantities and unit prices;

B. Labor costs (identified with the specific item of material placed or operation performed) including the actual, audited costs of workers' compensation insurance;

C. Construction equipment costs, based upon actual cost or blue book rate whichever is less;

D. Employment taxes under the Federal Insurance Contributions Act, Federal Unemployment Tax Act, and State Unemployment Tax Act;

E. Overhead (home and field office) and profit (combined) - shall not exceed 20% of the sum of items above in Articles 1.7.A through 1.7.D, or the actual cost and/or amount thereof, whichever is less. The overhead and profit (combined) mark-up shall include, but is not limited to: all administration costs; general superintendence; other overhead; bonds; insurance; taxes; field supervisors and assistants above the level of foreman; office personnel and warehousemen; use of small tools; incidental job burdens, including those for warehouse and safety costs; general field and home office expenses; and profit;

F. For the portion of the Change Order work to be performed by a Subcontractor or Supplier, except as set forth in Article 1.7.G, the Contractor shall be compensated for the actual cost to be incurred by the Subcontractor or Supplier that actually performs the work, which shall be computed in accordance with Articles 1.7.A through 1.7.E, plus up to 5% to cover the combined total of both the Contractor's and any

other Subcontractor's or Supplier's actual overhead (home and field office) and profit (combined) as described in Article 1.7.E;

G. For the portion of the Change Order work consisting of a service such as maintenance and protection of traffic signage and equipment, engineering services, or other specialized services, that will be performed by a Subcontractor or Supplier, the Contractor shall be compensated for the actual cost to be incurred by the Subcontractor or Supplier that actually performs such services, plus up to 2% to cover the combined total of both the Contractor's and any other Subcontractor's or Supplier's actual overhead (home and field office) and profit (combined) as described in Article 1.7.E; and

H. As part of its submission, the Contractor shall also include a schedule, in detail and in hard copy format and in an electronic format, if the Project Schedule is required to be in an electronic format, in a format acceptable to the Engineer, including a complete breakdown of all of the activities required to complete the proposed Change Order and the alleged impact of the proposed Change Order on the Project Schedule.

1.8 No allowance shall be made, or recovery be allowed, to the Contractor, and Authority shall have no obligation to pay, for the loss by the Contractor of anticipated profit, incidental or consequential damages or overhead (home and field office) recovery as a result of a portion of the Work not being performed or deleted by reason of the issuance of a Change Order.

1.9 For any adjustment in the Contract Sum, which is requested or sought by the Contractor, whether through a Change Order, claim or otherwise, and which is based on other than the unit price method as set forth in Article 1.10 below, the Contractor agrees to request and accept as payment for its overhead (home and field office) and profit (combined), no more than the percentages set forth in Article 1.7.E., F and G, as applicable, or the actual cost thereof, whichever is less.

1.10 For a Contract Item paid for on a unit price basis, increases or decreases in the quantity of such Contract Item shall be solely determined by the Engineer by comparing the actual quantity required for the Work with the estimated quantity as set forth in the Unit Price Schedule and a Change Order established pursuant to this Article for a change in quantity. If, during the performance of the Work, the Engineer determines that the actual quantity of such a Contract Item has increased in excess of 125% or decreased below 75% of the estimated quantity set forth on the Unit Price Schedule, then either Authority or the Contractor may request that the Contract Sum be adjusted by means of a Change Order pursuant to the requirements of this Article. Such an adjustment shall be based upon any increase or decrease in actual costs solely for that portion of the actual quantity that is in excess of 125% of the estimated quantity shown on the Unit Price Schedule or in the case of a decrease, solely for that portion of the actual quantity that is below 75% of the estimated quantity shown on the Unit Price Schedule. Any such adjustment in the Contract Sum shall exclude recovery by the Contractor of the loss of any anticipated profit and/or overhead (home and field office) recovery. No additional adjustment or payment whatsoever shall be allowed,

to the Contractor or Authority, for any increase or decrease in costs due to a variation in the estimated quantity of a Contract Item.

1.11 Adjustments in the Time of Completion, and in any milestone dates as specified in the Contract Documents, shall only be allowed if the Work included in the Change Order impacts the critical path of the Project Schedule, at the time of delay, so as to extend the Time of Completion or any milestone date. The critical path will be determined from the Contractor's Project Schedule.

1.12 A. The Contractor's written acceptance of a Change Order shall constitute the Contractor's final and binding agreement to the provisions thereof and a waiver by the Contractor of any claims, whether direct or consequential in nature, resulting therefrom, including for an increase in the Contract Sum or an adjustment in the Time of Completion.

B. Disagreement with a Change Order shall in no way excuse the Contractor from complying with, and prosecuting, work set forth in the Change Order or the Work. Should the Contractor disagree with the adjustment to the Contract Sum, or the Time of Completion, as set forth in the Change Order, or any other portion of the Change Order, it shall, within thirty (30) days after receipt of the Change Order, submit a claim pursuant to Article 3 of this Section; provided, however, that no such claim by the Contractor shall be considered timely if such claim is asserted after final payment under the Contract has been made. Failure of the Contractor to submit a claim pursuant to Article 3 of this Section within thirty (30) days of receipt of a Change Order shall result in the Change Order being final and binding upon the Contractor and shall preclude the bringing of a claim or action by the Contractor pursuant to Article 3 of this Section or otherwise.

ARTICLE 2 – VALUE ENGINEERING

2.1 Value Engineering is defined as cost reduction proposals initiated and developed by the Contractor for changing the materials or other requirements of the Contract Documents. This provision does not apply to any such proposal unless the proposal is specifically identified by the Contractor, at the time of submission to the Engineer, as a proposal submitted for Value Engineering. The cost reduction proposals contemplated are those that:

A. Would result in less costly items than those specified herein without impairing any of their essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features; and

B. Would require a Change Order to the Contract.

2.2 Cost reduction proposals, as defined herein, will be processed in the same manner as prescribed for any other proposal which would likewise necessitate issuance of a Change Order. At a minimum, the following information shall be submitted by the Contractor with each such proposal:

A. A description of the difference between the Contract Documents and the proposed change, and the comparative advantages and disadvantages of each;

B. An itemization of the requirements of the Contract Documents which must be changed if the proposal is adopted and suggested wording for revisions required;

C. An estimate of the reduction in costs that will result from adoption of the proposal taking into account the costs of implementation by the Contractor, and the basis for the estimate;

D. An estimate of any effects the proposed change would have on other costs to Authority such as Authority-furnished property costs, costs of related items, and costs of maintenance and operation; and

E. A statement of the time by which a Change Order adopting the proposal must be issued so as to obtain the maximum cost reduction during the remainder of the Contract, noting any effect on maintaining the Project Schedule.

2.3 Authority shall not be liable for any delays in acting upon, or for any failure to act upon, any proposal submitted pursuant to this Article 2. The decision of Authority as to the acceptance or rejection of any such proposal shall be final and binding upon the Contractor and shall not be the basis for a claim pursuant to Article 3 of this Section. Unless and until a Change Order adding such proposal to the Contract is issued, the Contractor shall remain obligated to perform the Work in accordance with the Contract Documents. Authority, at its sole discretion, may accept or reject, in whole or in part, any cost reduction proposal submitted pursuant to this Article 2 by issuing a Change Order which will identify the cost reduction on which it is based.

2.4 If a cost reduction proposal submitted pursuant to this Article 2, or any part thereof, is accepted as a value engineering change under the Contract, an equitable adjustment in the Contract Sum and in any other affected provisions of the Contract Documents shall be made pursuant to Article 1 of this Section. If the equitable adjustment involves a reduction in the Contract Sum, it shall be established by determining the amount of the total estimated decrease in the Contractor's cost of performance resulting from the adoption of the cost reduction proposal, less any additional costs to be incurred in implementing the change by both the Contractor and Authority. The Contract Sum shall be reduced by fifty percent (50%) of the net decrease.

ARTICLE 3 – CLAIMS AND DISPUTES

3.1 Upon the written demand of either party, all claims and disputes arising out of, under, or in connection with, the Contract or for a breach thereof, except as provided in Section 00900, Article 1.12 (written acceptance of or disagreement with a Change Order), Articles 3.7 and 3.8 (limitation on commencement), Article 3.9 (matters relating to artistic effect) and Article 3.10 (ninety (90) day period), and in Section 01200, Article 5 (waiver by final payment), shall be decided by arbitration in Pittsburgh, Pennsylvania, in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association, but only if, at any time during the

arbitration, the total amount of all claims and disputes, either known or which should have been known, arising out of, under, or in connection with the Contract, whether raised by the Contractor or Authority, does not exceed $250,000, exclusive of interest. In the event the total amount of all such claims and disputes, either known, or which should have been known, arising out of, under, or in connection with the Contract, whether raised by the Contractor or Authority, does exceed $250,000, exclusive of interest, then all such claims and disputes shall be raised in an action in any court of competent jurisdiction in Pittsburgh, Pennsylvania.

3.2 For any arbitration where the amount of the arbitration award exceeds $50,000, exclusive of interest, such an award shall be subject to the provisions of the Pennsylvania Arbitration Act of April 25, 1927, P.L. 381, No. 248. If the amount of an arbitration award is $50,000 or less, exclusive of interest, such an award shall be final and binding on both the Contractor and Authority.

3.3 Notice of a demand for arbitration shall be filed in writing with the other party, the American Arbitration Association and the Engineer. The demand for arbitration shall be made within the time limits specified in Articles 3.7, 3.8 and 3.10 of this Section and Section 01200, Article 5, but in no event, shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

3.4 A. For any claim or dispute which is arbitrable as set forth in Article 3.1 of this Section and the total amount in controversy is $100,000 or less, exclusive of interest, the panel for the arbitration shall consist of one arbitrator. For any claim or dispute which is arbitrable as set forth in Article 3.1 of this Section and the amount in controversy is more than $100,000 but no greater than $250,000, exclusive of interest, the panel for the arbitration shall consist of three arbitrators.

B. For any arbitration, the arbitrator, in case of a one-arbitrator panel, and the chairman, in the case of a three-arbitrator panel, shall be a lawyer with at least five (5) years of experience in litigating actions or disputes arising from construction contracts and projects. For any arbitration for which the panel is to consist of three arbitrators, the two remaining arbitrators shall be individuals with at least five (5) years of experience in constructing, designing or managing work or projects similar to the Work.

C. For any arbitration, the arbitrator or arbitrators shall have no interest in the Contract or the subject matter of the arbitration and no past or present relationship, business, personal or otherwise, with the parties or their counsel.

D. Notwithstanding any other provision in this Contract or any provision of the Construction Industry Arbitration Rules of the American Arbitration Association, each party to any arbitration shall be permitted to serve, on the other party(ies) and non-parties, written discovery requests, including, but not limited to, requests for production of documents and interrogatories, and to conduct depositions, pursuant to the Pennsylvania Rules of Civil Procedure.

E. The parties to an arbitration shall share equally the costs of the arbitration, excluding any fees paid to the American Arbitration Association, but including fees and expenses of the arbitrator or arbitrators.

3.5 Unless otherwise agreed in writing, the Contractor shall carry on and maintain the progress of the Work during any claim, dispute, arbitration or court proceeding.

3.6 A. As an express condition precedent to the Contractor's right to file a demand for arbitration or to commence a court proceeding, as set forth in Article 3.1, the Contractor shall:

1. Provide to the Engineer:

a) A written claim which shall set forth, in detail, the amount of additional compensation or time claimed, the basis for the claim and the amount claimed, and evidence regarding liability, causation and damages, sufficient, subject to the sole discretion of Authority, to enable Authority to render a decision with respect to such claim;

b) All documents and information supporting the claim;

c) All documents and materials utilized by the Contractor in preparation of the portion of its Bid which is involved in the claim, including, but not limited to, all worksheets, quotations, calculations, pricing data, estimates and correspondence relating thereto; and

d) Such other documents and information as Authority or the Engineer may request; and

2. Provide such claim and supporting information and evidence to the Engineer within thirty (30) days of the Contractor's first knowledge of the beginning of the event giving rise to such claim. Failure to so provide all such information and evidence shall be just cause for Authority denying the claim and shall preclude the Contractor from subsequently pursuing any such claim in an arbitration, court proceeding or any other forum. Within ninety (90) days of receiving all such information and evidence, Authority will render a written decision with respect to the claim.

3.7 No demand for arbitration or the commencement of any court proceeding arising from any such claim, dispute, or other matter shall be made by the Contractor until the earlier of either:

A. The date on which Authority has rendered its written decision provided for in Article 3.6; or

B. The ninetieth (90th) day after the Contractor has provided to Authority all the materials and evidence required by Article 3.6 if Authority has not rendered its written decision by that date.

3.8 Notwithstanding any other provision in this Contract, if a decision of Authority is made in writing and states that it is final but subject to appeal, no demand for the arbitration of, or the commencement of any court proceeding arising

from, a claim, dispute or other matter covered by such decision shall be made later than thirty (30) days after the Contractor receives Authority's written decision. The failure by the Contractor to demand arbitration or commence a court proceeding within said thirty (30) day period shall result in Authority's decision becoming final and binding upon the Contractor and shall preclude the Contractor from pursuing such claim, dispute or other matter in an arbitration or court proceeding.

3.9 Authority's decisions in matters relating to the artistic effect of the Work shall be final and binding upon Authority and the Contractor.

3.10 Notwithstanding any other provision in this Contract, no arbitration or court proceeding may be commenced by the Contractor later than ninety (90) days following the issuance by Authority of the Certificate of Acceptance of Final Inspection.

3.11 A. Any arbitration or court proceeding held in accordance with this Article 3 shall be conducted in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania.

B. Any action or court proceeding held in accordance with this Article 3 may be commended only in a court of competent jurisdiction in Pittsburgh, Pennsylvania and the Contractor hereby consents and submits to the jurisdiction of such courts for said actions and proceedings, as well as any action or proceeding commenced by an other contractor, person or entity pursuant to Section 00700, Article 10 of this Contract.

3.12 In the event of the commencement of an arbitration or court proceeding under this Article 3, the party commencing such an action shall pay to the opposing party the portion of the defense costs, including, but not limited to, attorney's fees, court costs and/or fees of the American Arbitration Association and any other defense costs which may be incurred, which bears the same ratio to the total defense costs as the dollar amount of the part of the claim or dispute which was not sustained or granted bears to the total amount of the claim or dispute as submitted to the court or the panel of arbitrators.

3.13 Neither Authority nor the Engineer shall be obligated or liable to the Contractor for, and the Contractor hereby expressly waives, any damage claim or suit against Authority and/or the Engineer on account of any indirect or direct damages, costs or expenses of any kind or nature, including attorney’s fees, lost profits, interest or home or field office overhead (hereinafter collectively referred to as “damages”), which shall include, but not be limited to, any damages allegedly arising from the failure to achieve any early completion dates, any early completion incentive payments not earned under the Contract, and any damages allegedly arising from the completion of all or any portion of the Work prior to the Time of Completion or any applicable milestone, which the Contractor, any Subcontractor, any Supplier or any other person may incur as a result of any delays, interference, hindrances, disruptions, loss of productivity, changes in sequence or the like, which are either foreseeable or unforeseeable, arising from or out of any act or omission of Authority, its agents, employees, consultants, independent contractors, and/or any other representative of Authority or the Engineer. The Contractor's sole and exclusive remedy in any such event shall be, as

appropriate, an extension of the Time of Completion or applicable milestone as determined in accordance with the applicable provisions of the Contract Documents.

3.14 Should the Contractor sustain any damage, claim or costs through any act, delay, interference, hindrance, disruption or omission of any other contractor having a contract with Authority, a subcontractor or supplier of such a contractor, a public utility or any other person or entity, the Contractor shall have no, and hereby expressly waives any, claim or cause of action against Authority or the Engineer for such damage, claim or costs. Instead, the Contractor only shall have the right to recover such damage, claim or costs from such other contractor, subcontractor, supplier, public utility, person or entity.

3.15 The Contractor and Authority acknowledge and agree that, notwithstanding any concurrence by the Government, the State, or the County of Allegheny in or approval of the solicitation or award of the Contract, absent the express written consent by the Government, the State, or the County of Allegheny, none of these entities is a party to this Contract and shall not be subject to any obligations or liabilities to the Contractor, its Subcontractors, its Suppliers or any other person (whether or not a party to the Contract) pertaining to any matter resulting or arising from the Contract or the Work. The Contractor shall include this Article, or require this Article to be included, in each subcontract, at any tier, for this Contract, which provisions shall not be modified, except to identify the Subcontractor or Supplier who will be subject thereto.

3.16 Notwithstanding any other provision of the Contract Documents, in no event shall Authority be liable, in contract, tort, fraud or otherwise, to the Contractor for indirect, incidental, consequential or special damages arising out of or relating to the Contract, any claimed breach thereof or the Work, including, but not limited to, interest or carrying charges on any investment, lost opportunity costs, expenses arising from costs of capital, loss of profits on any portion of the Work not performed or for loss of use or of underutilization of labor, equipment or facilities of the Contractor.

3.17 Except as otherwise expressly set forth in the Contract Documents, each party to any arbitration or court proceeding shall be responsible for their own attorneys' fees and related costs.

END OF SECTION

Section 01000 – Section Reserved

Section 01100 – RESERVED

Section 01200 – Price and Payment Procedures

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ARTICLE 1 – MEASUREMENT OF QUANTITIES

1.1 Work and material, the payment for which is based on a unit price, shall be measured or weighed according to United States standards of weights and measures as recognized by the United States Bureau of Standards.

1.2 Expenses involved in conforming to the requirements for measuring and weighing shall be considered as included in the unit prices paid for the work and material being measured or weighed and no additional compensation shall be allowed to the Contractor for such expenses.

1.3 The method of measurement and computations to be used in the determination of quantities of material furnished and of work performed under the Contract shall be those methods set forth in the Contract Documents or as specified in writing by the Engineer.

1.4 Unless otherwise specified, measurements for area computations will be made on the surface. Pay measurements for area computations shall not exceed the neat lines indicated in the Contract Documents.

1.5 Items which are measured for payment by the linear foot or linear meter, such as pipe culverts, guide rails, fences, under drains, and the like shall be measured parallel to the item as placed, and to the point of centerline intersections of “Y”, and other branches and within manholes and/or inlets, unless otherwise designated in the Contract Documents.

1.6 Material which is measured or proportioned by weight shall be weighed on accurate, certified scales by competent, qualified personnel at locations designated by the Contractor and approved in writing by the Engineer. Certified copies of weight tickets will be provided to the Engineer.

1.7 Material to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type approved in writing by the Engineer. Vehicles shall be loaded to at least their water level capacity and when reasonably possible, all loads shall be leveled when the vehicle arrives at the point of delivery.

1.8 When approved by the Engineer in writing, material specified to be measured by volume may be weighed and such weights converted to the applicable measure of volume for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Engineer and shall be agreed to in writing by the Contractor before such change in the method of measurement of pay quantities is approved for use.

1.9 Each hauling vehicle used to transport material being paid for by weight shall be weighed empty, on a daily basis, full of fuel oil and greases, and at such other times as the Engineer directs in writing, this weight and also the gross weight shall be recorded on certified weight tickets provided to the Engineer. Each vehicle shall bear a plainly legible identification number.

A. The Engineer may, from time to time, instruct the Contractor to have weights of material to be paid for verified by having the vehicle

weighed empty and loaded on such other scales as the Engineer may specify in writing.

B. If the weights determined by such verification weighing reveals the weight of the material to be within one-half of one percent of those determined by the initial weighing, Authority will pay for the cost of making such verification weighing through an appropriate Change Order for such costs.

C. In the event that the weights determined by such verification weighing reveals the weight of the material to differ by more than one-half of one percent from weights determined by the initial weighing, all quantities measured on that vehicle shall be adjusted for payment as directed by the Engineer and all costs incurred in making the verification shall be borne by the Contractor.

D. Scale tickets shall show the weights of the vehicle loaded and empty, identify the material loaded therein, state the vehicle's identification number and include a signed statement of certification by the weighmaster attesting to the accuracy of the scale ticket.

1.10 Payment to the Contractor shall not be made for:

A. Quantities of material wasted or disposed of in a manner not specified in the Contract Documents;

B. Rejected material, including material rejected after it has been placed;

C. Material not unloaded from the hauling vehicle;

D. Material placed outside the neat lines indicated in the Contract Documents or neat lines established by the Engineer; and

E. Material remaining on hand after completion of, or not incorporated into, the Work unless otherwise specified in the Contract Documents.

ARTICLE 2 – SCOPE OF PAYMENT

2.1 The Contractor shall be paid in accordance with the Contract Documents, which payment shall be full and exclusive compensation for all costs incurred by the Contractor for furnishing the material and equipment incorporated into the Work, the management, labor and equipment used in performing the Work in a complete and acceptable manner, for all taxes, fees, penalties, overhead and profit arising out of, or relating to, the Work, and for all risk, loss, damage and expense, of any character, arising out of, or occurred in, performing the Work.

2.2 If any portion of the Contract Documents relating to any unit price in the Unit Price Schedule requires that the said unit price be considered compensation for certain work, material or equipment essential to the Contract Item, that work, material or equipment shall not also be paid for under any other Contract Item which may appear elsewhere in the Contract Documents.

2.3 Full compensation for conforming to all the requirements of the Contract Documents shall be considered to be included in the sums paid for the various Contract Items and no additional compensation shall be allowed to the Contractor.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Authority will make progress payments to the Contractor as the Work proceeds based on complete pay estimates submitted by the Contractor to the Engineer on forms supplied by Authority and after approval of the pay estimate by Authority. The pay estimate shall certify that the portion of the Work invoiced has been done in conformance with the requirements of the Contract Documents and shall provide written evidence that the title for any yet to be installed invoiced material or equipment for which the Contractor is seeking payment has been properly transferred to Authority.

3.2 A complete pay estimate submittal made by the Contractor shall contain, at a minimum, the following:

A. Pay estimate, one (1) original and one (1) copy;

B. Form 300A, OSHA Occupational Injuries and Diseases;

C. All outstanding payrolls and certifications;

D. Diverse Business (DB) Utilization Report;

E. Subcontractor Utilization Report (Form K);

F. Contractor's Non-Discrimination Assurance Certification; and

G. Updated Project Schedule.

3.3 No progress pay estimate will be approved by the Engineer, and forwarded to Authority for its approval, until the above submittal is received and verified by the Engineer to be in accordance with the Contract Documents and all work covered in the pay estimate has been performed in accordance with the Contract Documents.

3.4 The Contractor shall furnish to the Engineer for approval, prior to the Pre-Construction Conference, a cost breakdown for all lump sum Contract Items in such detail, and in a format, as required by the Engineer, to provide a basis for determining progress payments. The summation of the cost breakdown for each lump sum Contract Item shall equal the lump sum price bid for such lump sum Contract Item. The cost breakdown for the lump sum Contract Items shall accurately reflect the labor, material and other costs for the various items of work as indicated in the Contract Documents. Cost of related items shall be proportional and there shall be no unbalance in the distribution of the proposed partial payments of the lump sum price in the breakdown.

3.5 All material, equipment and work covered by a progress payment shall become the sole property of Authority, either at the time, as required by the Contract Documents, or at the time of submission of a pay estimate therefore by the Contractor, whichever comes first, but this provision shall not be construed as relieving the Contractor from the sole responsibility for

all material, equipment and work upon which payments have been made, for maintenance and protection of the Work, and for restoration of any damaged work, or as waiving the right of Authority to require the fulfillment of all of the requirements of the Contract Documents. Title for all material, equipment and work passed to Authority by the Contractor shall be free of all liens and encumbrances.

3.6 Subject to approval by Authority of the pay estimate, each Contractor's pay estimate will be paid by Authority within sixty (60) days of Authority's receipt of an approvable pay estimate from the Engineer. No pay estimate approved by the Engineer or Authority, nor the payment of such pay estimate, shall be construed to be an acceptance by Authority of any defective work or improper materials, or work otherwise not adhering to the requirements of the Contract Documents, nor shall it relieve the Contractor from its responsibility to fulfill all of the requirements of the Contract Documents, including for maintenance and protection of the Work.

3.7 Authority may withhold payment of any pay estimate otherwise due the Contractor until Authority has confirmed that the Contractor has performed all administrative tasks to be completed prior to the end of the subject pay period as required by the Contract Documents. If technical data, samples, Project Schedule or updates thereto, Project Record Documents, submittals, or other documents required by the Contract Documents, or any part thereof, are not delivered within the time specified by the Contract Documents, or are deficient upon delivery, or if the Project Record Documents are not being maintained as required by the Contract Documents, Authority may, until such data, samples, Project Schedule or updates thereto, Project Record Documents, submittals or other documents are delivered or deficiencies are corrected, withhold any monies due or that may become due to the Contractor. The withholding of any amount or subsequent payment thereof to the Contractor shall not be construed as a waiver of any rights accruing to Authority under the Contract Documents, or otherwise according to law.

3.8 Authority shall not be required to pay, for any reason whatsoever, and the Contractor hereby waives, any penalty, pursuant to 62 Pa. C.S.A. § 3935, as may be amended from time to time, or otherwise, or any interest, pursuant to 62 Pa. C.S.A. § 3932, as may be amended from time to time, or otherwise, on any payments, amounts or sums due, or claimed or requested by, the Contractor arising out of, or relating to, the Contract, the Work or otherwise.

3.9 Authority, solely at its discretion, may authorize payment for material delivered to the site or stored at other locations approved by the Engineer. The Contractor shall provide evidence of ownership of such material, including, but not limited to, documentation demonstrating that payment for the material has been made in full and the material is free and clear of debts, claims, liens, mortgages, taxes and encumbrances and shall transfer title for such material to Authority on Priority Lien Forms provided by Authority.

A. Material must be delivered to the Worksite, or delivered to the Contractor and promptly stored by it in bonded storage within

Allegheny County or other location as approved by the Engineer. If such materials are stored outside Allegheny County, the Contractor shall accept responsibility for and pay all personal and property taxes that may be levied against Authority by any state or subdivision thereof on account of the storage of such material. Authority will permit the Contractor, at Contractor's own expense, to, in good faith, contest the validity of any such tax levied against Authority in appropriate proceedings and in the event of any judgment or decree of a court, the Contractor agrees to pay same, together with any penalty or other costs relating thereto.

B. The Contractor at its own expense shall conspicuously mark such material as the property of Authority, shall not permit such materials to become commingled with non-Authority-owned property and shall take other steps, if any, as the Engineer may require or regard as necessary to ensure that the title to the such material remains free and clear of debts, claims, liens, mortgages, taxes and encumbrances. If the measures being used by the Contractor are determined, in the opinion of the Engineer, to be inadequate, the Engineer will advise the Contractor accordingly in writing and the Contractor shall promptly implement any corrective measures as deemed necessary by the Engineer.

C. If the material included in a pay estimate should subsequently become lost, damaged, encumbered, or unsatisfactory, the cost of the material shall be deducted from the next succeeding pay estimate.

D. Notwithstanding the passage of title, as set forth above, the Contractor shall continue to be liable and responsible to Authority for any damage to or loss of such material until such material is actually delivered to the Worksite and incorporated into the Work.

E. Prior to the inclusion of stored materials in any pay estimate pursuant to this Article 3.9, the Contractor shall submit documentation of paid invoices for such materials to the Engineer. The Engineer may allow only such portion of the amount represented on this documentation as, in the Engineer's opinion, is consistent with the reasonable cost of such materials and which shall continue to leave, as unpaid, an appropriate value, for the pay item or items relating to the stored materials, sufficient to cover the cost of the completion of such pay item or items. The Engineer will inform the Contractor of the dollar value that the Contractor may use in the pay estimate for such stored materials based upon these factors.

3.10 In making progress payments, five percent (5%) of each monthly estimated amount shall be retained by Authority. In addition, Authority may retain or withhold additional monies from the Contractor as set forth below:

A. In the event that a dispute arises between Authority and any other contractor, public utility, person or entity, which dispute is based upon increased costs claimed by such contractor, public utility, person or entity as a result of delays or other actions or omissions of

the Contractor, Authority may retain and/or withhold an amount equal to the sum of one and one-half times the amount of any possible liability until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor furnishes a bond satisfactory to Authority to indemnify and hold harmless Authority against the dispute and the cost claimed therein.

B. If the Engineer determines that the Contractor will likely not complete a designated portion, or portions, of the Work within the number of days set forth in the Contract Documents, Authority may retain and/or withhold an amount equal to the sum of one and one-half times the amount of any possible damages which may be sustained by Authority.

C. In the event that the Engineer determines that the Contractor has failed to complete or has improperly completed the Work or an item or items of work in accordance with the Contract Documents, the Engineer will identify, in detail, the Work or such item of work and determine a reasonable cost of completion, replacement or repair. Authority may retain and/or withhold an amount equal to the sum of one and one-half times the cost of completing, replacing or repairing said Work or items of work.

D. In the event that Authority is otherwise damaged as a result of the Contractor's failure to comply with the terms of the Contract Documents and/or as a result of a breach of the Contract, Authority may retain and/or withhold an amount equal to the sum of one and one-half times the amount of any such damage which may be sustained by Authority.

E. If any additional monies are to be retained or withheld pursuant to Article 3.7 and/or Article 3.10 above, Authority will so notify the Contractor within 60 days of Authority's receipt of an approvable pay estimate from the Engineer.

3.11 A. The Contractor shall pay each Subcontractor and Supplier for satisfactory performance of the portion of the Work completed by the Subcontractor or Supplier by no later than fourteen (14) days from the receipt of each payment which the Contractor receives from Authority for any pay estimate that includes work performed by the Subcontractor or Supplier.

The Contractor shall also pay each Subcontractor and Supplier all retainage, if retainage has been withheld from the Subcontractor or Supplier by the Contractor, within twenty (20) days after the Subcontractor's or Supplier's work is satisfactorily completed in its entirety, regardless of whether retainage is still being held by Authority from the Contractor. Payment shall be made by the Contractor under this Article except for the value of deficiency items as set forth below in Article 3.11.B.

B. Notwithstanding the provisions of Article 3.11.A, the Contractor may withhold payment from a Subcontractor or Supplier for any deficient work performed by the Subcontractor or Supplier. If the Contractor

withholds payment from a Subcontractor or Supplier for a deficiency item, it shall notify the Subcontractor or Supplier, and the Engineer, of the reason for such withholding of payment within 15 days after receipt of the notice of a deficiency item from the Engineer or Authority.

C. Contractor's failure to comply with the requirements of Article 3.11 shall constitute a default under the Contract.

ARTICLE 4 – FORCE ACCOUNT PAYMENT

4.1 When any work is to be paid for on a force account basis, the material and equipment incorporated into such force account work and the labor and construction equipment used in the performance of such work shall be subject to the written approval of the Engineer. Payment for force account work shall be made according to the following:

A. Labor - The charges for labor shall include all classifications up to foremen and shall include foremen when authorized in writing by the Engineer and when such foremen are engaged in the actual and direct performance of the force account work. Charges for labor shall not include superintendents, project managers, assistant superintendents, office personnel, timekeepers, warehousemen, or anyone else not involved in the direct performance of the force account work, unless authorized in writing by the Engineer in advance of the start of such work. The actual reimbursable cost of labor used in performing force account work, whether employed by the Contractor or a Subcontractor, shall be the sum of the following:

1. Actual wages paid to workers, which will include any payments to or on behalf of workers for health and welfare, pensions, vacations and similar fringe benefits;

2. Payments to or on behalf of workers, other than actual wages as defined above, which are required by state and federal laws, and the actual, audited costs of workers' compensation insurance; and

3. Subsistence and travel allowances paid to workers under collective bargaining agreements, or as a regular practice of the employer.

B. Materials and Equipment - The actual reimbursable cost of material and equipment incorporated into force account work shall be the invoice price paid by the purchaser, whether the Contractor or a Subcontractor, to the supplier, subject to the following conditions:

1. The cost of Authority-furnished material and equipment shall not be included in the payment for force account work;

2. Available cash or trade discounts will be deducted from the price paid for material or equipment, whether or not taken by the purchaser;

3. If the purchaser procures material or equipment by any method other than a direct purchase from the original supplier, the actual reimbursable cost thereof shall be the invoice price paid to the original supplier by the secondary supplier, as determined by the Engineer, with no mark-up except for the actual necessary cost of handling such material or equipment;

4. The actual reimbursable cost of material or equipment procured from any source owned wholly or in part by the purchaser shall not exceed the lowest current wholesale price for such material or equipment in the quantity required, in the same area;

5. If the price paid for material or equipment is determined to be excessive by the Engineer, or is not substantiated by the Contractor as required in Article 4.1.E, the actual cost thereof will be the lowest current wholesale price for such material or equipment in the quantity required, in the geographical area of such work, less any deductions for cash or trade discounts, as required to be made under Article 4.1.B.2 above; and

6. The cost of surplus material and equipment, if any, will be deducted.

C. Construction Equipment - The actual reimbursable costs of construction equipment used in performing force account work, regardless of ownership, shall be paid for at the rental rates established in accordance with this Article 4.1.C or as mutually agreed, in writing, between the Contractor and the Engineer, subject to the following conditions:

1. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer;

2. Individual pieces of equipment or tools having a new value of $500 or less, whether or not consumed by use, shall be considered to be small tools and no payment shall be made therefore;

3. The rental time to be paid for equipment shall be the time the equipment is in actual operation on the force account work being performed;

4. Rental time shall not be allowed while equipment is inoperable;

5. In computing the rental time of equipment, less than thirty (30) minutes shall be considered one-half hour;

6. For the use of equipment already at the Worksite, rental time shall include the time required to move the equipment to the

location of the force account work and return it to its original location, except that moving time shall not be paid for if the equipment is being used, or is planned to be used, at the site of the force account work on other than such force account work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is being used, or is planned to be used, at the site of the force account work on other than such force account work. No idle time charges shall be allowed, unless approved by the Engineer in advance of the idle time being incurred;

7. For the use of equipment brought to the Worksite and used exclusively for work paid for on a force account basis, the Contractor shall be paid for the cost of transporting the equipment to and from the Worksite, in accordance with the following provisions:

    a) The original location of the equipment to be hauled to the Worksite shall be agreed to by the Engineer, in writing, in advance;

    b) The Contractor shall be paid the actual costs of loading and unloading such equipment;

    c) The actual cost of transporting the equipment from the original location to the Worksite and it's return shall not exceed the hourly rates charged by haulers in the same area;

    d) The actual cost of transporting equipment shall not exceed the applicable minimum established rates of the PUC;

    e) Should the Contractor desire the return of the equipment to a location other than its original location, Authority shall only pay the cost of transportation back to the original location in accordance with this Article 4.1.C.7, provided such payment shall not exceed the cost of moving the equipment to the Worksite; and

    f) Payment for transporting, loading and unloading equipment in accordance with this Article 4.1.C.7 shall not be made if the equipment is being used or is planned to be used on the Worksite in any way other than upon force account work.

8. For equipment used to perform the force account work, the rental rates shall be computed as follows:

    a) The hourly rental rate for straight time hours (40 hours per week) shall be the monthly rental rates taken from the current edition (including any update supplements that exist as of the date of use of said equipment) of the

Rental Rate Blue Book for Construction Equipment divided by 176. An allowance will be made for operating costs for every hour the equipment is operating, in accordance with rates listed in the Rental Rate Blue Book. The above rates may be adjusted by the predominate area adjustment percentage for the state as shown on the area adjustment map contained in the Rental Rate Blue Book for Construction Equipment. Overtime hourly rental rates shall be equal to fifty percent (50%) of the straight time hourly rental rate; or

b) For any equipment not referred to in the Rental Rate Blue Book for Construction Equipment, a monthly rate shall be six percent (6%) of the manufacturer's list price for the sale (new) of such equipment. The straight time hourly rate shall be determined by dividing the monthly rate by 176. Overtime hourly rental rates shall be equal to fifty percent (50%) of the straight-time hourly rental rates.

c) For equipment not owned by the Contractor such reimbursement shall be actual invoice costs, not to exceed Blue Book Rental costs.

D. Mark Up Percentages

1. The following percentages will be added to completely and totally reimburse the Contractor, and its Subcontractors and Suppliers, for their overhead (home and field office) and profit (combined), including, but not limited to: all administration costs; general superintendence; bonds; insurance; taxes; field supervisors and assistants above the level of foreman; office personnel; warehousemen; use of small tools; incidental job burdens, including those for warehouse and safety costs; general field and home office expenses and overhead; other overhead and profit.

a) For force account work performed by the Contractor, the Contractor shall be provided a mark-up for overhead (home and field office) and profit (combined) of the actual cost or amount thereof or up to thirty percent (30%) of the cost of the labor (Article 4.1.A) used in performing the force account work; up to twenty percent (20%) of the cost of material and equipment incorporated into the force account work (Article 4.1.B); and up to five percent (5%) of the cost of the construction equipment utilized for the force account work (Article 4.1.C), whichever is less.

b) For force account work performed by a Subcontractor or Supplier, except as set forth in Article 4.1.D.1.c, the Contractor shall be compensated for the cost incurred by the Subcontractor or Supplier that actually

performed the work, which shall be computed as set forth above, plus up to 5% to cover the combined total of both the Contractor's and any other Subcontractor's or Supplier's actual overhead (home and field office) and profit (combined).

c) For force account work for any service such as maintenance and protection of traffic signage and equipment, engineering services, or other specialized services performed by a Subcontractor or Supplier, the Contractor shall be compensated for the actual cost for such services as billed by the Subcontractor or Supplier that actually performed such services, plus up to 2% to cover the combined total of both the Contractor's and any other Subcontractor's or Supplier's actual overhead (home and field office) and profit (combined).

E. Force Account Records

1. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other work. Work performed, and costs to be paid, on a force account basis shall be established in accordance with the following procedures:

a) At the end of each work shift, the Contractor and the Engineer shall review the force account work performed during that work shift and agree upon the hours worked by the individuals performing the force account work, the hours that construction equipment was being utilized to perform the force account work, including the types of equipment used for such work, the hours that any such construction equipment was idle solely due to the force account work, and the type and quantity of materials and equipment incorporated into the force account work during that shift.

b) On the next work day following each work day that force account work has been performed, the Contractor shall furnish to the Engineer daily report sheets for the force account work performed the preceding work day based upon the information agreed to on the preceding day by the Engineer and the Contractor. The daily report sheets shall be in a form satisfactory to the Engineer and shall provide names or identifications and classifications of the workmen; the hours worked; the size, type and identification number of construction equipment used; and the type and quantity of material and equipment incorporated into the force account work. The daily report sheets shall be signed by the Contractor.

c) The Engineer will compare its records with the daily report sheets supplied by the Contractor and identify any discrepancies with the information previously agreed to between the Contractor and the Engineer. The Engineer will inform the Contractor of any such discrepancies and the Contractor shall correct the daily report sheets accordingly and resubmit the daily report sheets to the Engineer. Daily report sheets that are consistent with the information agreed to by the Engineer and the Contractor will be approved by the Engineer.

d) At the completion of force account work, or portions of the force account work, the Contractor shall compile the costs of such work to be paid for on a force account basis, based solely upon the Engineer approved daily report sheets and the provisions of this Article 4. The compiled costs are thereafter subject to the written approval of the Engineer, and shall become the basis of payment for the force account work performed, but shall not preclude subsequent adjustment based upon a later audit by Authority or FTA.

e) Charges from material and equipment used or incorporated into the force account work shall be substantiated by valid copies of Supplier's invoices. Such invoices shall be submitted with the compiled costs.

f) In the event that the Contractor and the Engineer are not able to agree upon any of the items identified in (a) above; or if the daily report sheets submitted by the Contractor are not consistent with the information agreed to pursuant to (a) above or any other records of the Engineer pertaining to such work; and the Contractor does not agree to revise the daily report sheets accordingly per the direction of the Engineer; then the Engineer will inform the Contractor, in writing, of the hours worked by individuals, hours of use of construction equipment, hours of construction equipment idle time, and type and quantity of materials and equipment that will be eligible for compensation for the force account work and which will then be the basis from the compilation of costs pursuant to (d) and (e) above.

ARTICLE 5 – FINAL PAYMENT

5.1 Within thirty (30) days after issuance of the Certificate of Acceptance of Final Inspection pursuant to Section 01700, Article 4, the Contractor shall submit a proposed final pay estimate in writing to the Engineer pursuant to

Section 01200, Article 3. Prior pay estimates and payments shall be subject to correction on the proposed final pay estimate.

5.2 The Engineer will review the Contractor's proposed final pay estimate and will submit any changes or corrections found necessary to the Contractor for revision. Within ten (10) days of receipt of the Engineer's comments, the Contractor shall submit a final pay estimate to the Engineer. Upon Authority's review and approval of this final pay estimate, this estimate will become the approved final pay estimate.

5.3 If a proposed final pay estimate is not submitted by the Contractor to the Engineer within sixty (60) days after the issuance of the Certificate of Acceptance of Final Inspection, Authority may elect to make payment of any sums which are not in dispute, without prejudice to the rights of either Authority or the Contractor in connection with such sums which are in dispute.

5.4 Authority will make final payment to the Contractor within thirty (30) days after issuance of the Acceptance Certificate as issued pursuant to Section 01700, Article 6. Such final payment shall be conclusive and binding upon the Contractor on all questions and claims relating to the amount of work done and the compensation payable therefore.

5.5 Authority shall not be required to pay, for any reason whatsoever, and the Contractor hereby waives, any penalty, pursuant to 62 Pa. C.S.A. § 3935, as may be amended from time to time, or otherwise, or interest, pursuant to 62 Pa. C.S.A. § 3932, as may be amended from time to time, or otherwise, for or in regard to the final payment or any other payments, amounts or sums due, or claimed or requested by, the Contractor arising out of, or relating to, the Contract, the Work or otherwise.

END OF SECTION

Section 01300 – Administrative Requirements

Table of Articles

Article 1 – Shop Drawings, Working Drawings and Data

Article 2 – Meetings

2.1 Pre-Construction Conference
2.2 Progress Meetings
2.3 Other Worksite Meetings
2.4 Meeting Attendees
2.5 Meeting Agenda/Minutes

ARTICLE 1 – SHOP DRAWINGS, WORKING DRAWINGS AND DATA

1.1 For the purposes of this Article, only, the term "drawings" shall mean Shop Drawings and Working Drawings.

1.2 The Contractor shall submit to the Engineer for review and approval five (5) copies of drawings and/or data, where required by the Contract Documents. All such drawings and data shall be complete and detailed. The drawings or data shall be submitted using the standard transmittal forms in accordance with the instructions furnished by the Engineer, or as otherwise agreed to by the Engineer. When and as required by 63 P.S. §§148, et. seq., and 63 P.S. §§34 et. seq., and/or any other statutes or regulations that may be applicable, the drawings and data shall be issued and/or prepared by a “Professional Engineer” or an “Architect,” as said terms are defined by the referenced statutes, who is licensed and registered under the laws of the State, and shall be stamped with the engineer’s or architect’s seal. One (1) copy will be returned to the Contractor.

1.3 Within thirty (30) days of Notice to Proceed, the Contractor shall submit to the Engineer a complete itemized submittal log and schedule indicating proposed submittal dates for all drawings, data, samples and other submittals required by the Contract Documents. The submittal log and schedule shall be consistent with the Project Schedule. In the event that the Project Schedule should change, and such change affects the submittal log and schedule, the Contractor shall promptly provide a revised submittal log and schedule to the Engineer.

A. A sample submittal log format containing a partial summary of submittals is shown below. This partial summary is intended only as a guide and may not contain all of the submittals required by the Contract Documents. The omission of a required submittal on the partial summary will not relieve the Contractor from the responsibility to fully comply with the Contract Documents.

PARTIAL SUMMARY OF SUBMITTALS

MAJOR DELIVERABLES

SECTION	ITEM	1 Plan / Program	2 List – As Specified	3 Product Data	4 Calculations / Survey	5 Procedures / Installation Instructions	6 Shop Drawings	7 Certificates	8 Samples	9 Warranty	10 Technical Data	11 Testing	12 Permits	13 Training	14 Schedule	15 O&M Manual	16 Photographs	17 Record Documents
00500	Subcontractor List		X															
00500	Project Schedule														X			
00500	Employee Parking and Material Storage Plan	X																
00500	Listing of Submittals / Registry		X															
00700	Safety Program	X																
00700	Fall Protection Program	X																
00700	Drug and Alcohol Abuse Program	X																
00700	PA One-Call	X																
00700	Background Checks	X																
01200	LS Breakdown		X															
01400	Quality Assurance Program	X																
01400	List of Sources of Materials		X															
01400	Construction Photographs																X	
01500	Dust Control Plan	X																
01500	Noise Control Plan	X																
01500	Hazcom Plan	X																
01500	Disposal Plan	X																
01570	Site Survey	X																

SECTION	ITEM	1 Plan / Program	2 List – As Specified	3 Product Data	4 Calculations / Survey	5 Procedures / Installation Instructions	6 Shop Drawings	7 Certificates	8 Samples	9 Warranty	10 Technical Data	11 Testing	12 Permits	13 Training	14 Schedule	15 O&M Manual	16 Photographs	17 Record Documents
01700	Project Record Documents																	X
01710	Lock Out/ Tag Out																	
01810	Erosion and Sediment Pollution Control																	
01806	Field Office					X												
01809	Temporary Facilities	X				X												
01850	Miscellaneous Unforeseen Conditions																	
01855	Mobilization	X																
01910	Maintenance & Protection of Traffic During Construction					X	X	X			X		X		X			
01915	Maintenance & Protection of Traffic During Construction (As Directed)					X	X	X			X		X		X			
01920	Cutting and Patching	X		X	X	X												
01930	Selective Demolition	X																
01940	Cleaning	X																
02090	Removal and Disposal of Regulated Fill	X									X							
02350	Drilled Caisson Foundations	X		X	X	X	X				X							X
02448	Horizontal Directional Drilling	X		X		X	X											X
02751	Cement Concrete Pavement	X		X	X	X					X							X
02761	Pavement Markings	X		X														X

SECTION	ITEM	1 Plan / Program	2 List – As Specified	3 Product Data	4 Calculations / Survey	5 Procedures / Installation Instructions	6 Shop Drawings	7 Certificates	8 Samples	9 Warranty	10 Technical Data	11 Testing	12 Permits	13 Training	14 Schedule	15 O&M Manual	16 Photographs	17 Record Documents
02891	Signing	X		X		X	X		X	X								X
03211	Reinforcement Bars, Epoxy Coated			X						X	X							X
03300	Cast-in-Place Concrete			X						X	X							X
03305	Cast-In-Place Concrete and Cement Concrete Structures			X						X	X							X
03800	Cement Concrete			X						X	X							X
05740	Bollards			X			X			X								X
09894	Protective Coatings for Concrete Surfaces			X		X					X							X
13570	Signal System			X		X	X			X	X					X		X
13571	Logic and Signal Circuits			X		X	X			X	X		X	X		X		X
13572	Grade Crossing Warning System			X		X	X			X	X		X	X		X		X
13574	Signal Installation			X		X	X			X	X							X
13575	Wire and Cable			X		X	X			X	X					X		X
13576	Relays and Plug Boards			X		X	X			X	X					X		X
13777	Electrical and Electronic Components			X		X	X			X	X					X		X
13578	Housings and Housing Equipment			X		X	X			X	X					X		X
13579	Tags, Locks, and Keys			X		X	X			X	X							X
13580	Signal Power Distribution			X		X	X			X	X			X		X		X
13581	Signaling System Test and Inspection			X			X			X	X		X	X		X		X

1.4 The Contractor shall submit the drawings or data to the Engineer no less than twenty-one (21) days prior to the scheduled start of the related work. If the Engineer anticipates that the review of any submittal identified on the submittal log may require more than twenty-one (21) days, the Engineer will notify the Contractor of such and the Contractor shall allow sufficient time for such review prior to the scheduled start of the related work.

1.5 The review and approval of the drawings or data by the Engineer shall not:

A. permit any departure by the Contractor from the requirements of the Contract Documents;

B. relieve the Contractor of the responsibility for any errors or omissions, including details, dimensions, and materials;

C. relieve the Contractor of any obligation or liability under the Contract; or

D. permit any departures from details furnished by the Engineer, except as otherwise provided herein.

1.6 Prior to submitting drawings or data to the Engineer the Contractor shall verify the accuracy of such drawings or data and coordinate related work with all trades, subcontractors and other affected parties. The Contractor shall provide written confirmation of such verification with each submittal of any drawings or data. In addition, the Contractor shall certify that the submittal complies with, includes, and has verified the following:

A. Date of submittal;

B. Field measurements verified and clearly identified;

C. Compatibility of the indicated work with that of other work and special constraints;

D. Relationship to adjacent or other critical features of the Work;

E. A check for compliance with the requirements of the Contract Documents;

F. Any necessary information and requirements of other owners, public utilities, agencies and adjacent property owners;

G. All drawings and data shall be written in English and shall utilize U. S. customary units of measurement or metric units as required by the Contract Documents; and

H. Applicable identified standards (such as ASTM, ANSI, Federal Specifications, etc.)

1.7 The Contractor shall make details clear and uncluttered. Drawings shall be accompanied by calculations and other information sufficient to completely explain the portion of the Work and its intended use. The Contractor shall show, as applicable, the relationship to adjacent structures or materials, complete details, field dimensions, material, camber diagrams, welding details and sequences, and applicable standards.

1.8 The Contractor shall mark each copy of manufacturer's standard or schematic drawings to identify applicable products, models, options, and

other data. The Contractor shall modify manufacturer's standard diagrams, schedules, performance charts, illustrations, calculations, and other descriptive data to delete information which is not applicable to the Contract and shall indicate dimensions, clearances, performance characteristics, capacities, and any other diagrams, as applicable. The Contractor shall modify erection, application, and placing instructions to delete information which is not applicable to the Contract.

A. Elementary Diagram Standards

1. The elementary (schematics) diagrams shall show all circuits and the device elements of equipment with associated apparatus, or any clearly defined functional portion thereof, on a single sheet or on consecutive sheets of the diagram series. In particular, a specific associated power and control diagrams. When power and control circuits are shown on the same sheet, the power lines shall be discernible darker or heavier. Systems with similar circuit shall have individual schematics for each circuit, not typical drawings. Such a diagram shall emphasize the devices or device elements of a circuit system. The elementary diagrams shall be the key drawing to the entire system, shall show how the system works, and shall be the basis of all other diagrams.

2. Device lists, device ratings, and panel locations shall be on their associated sheets of the schematics. Operating notes shall be in proximity to the associated circuits or consolidated in final sheets of the elementary diagram. For complex, complete-progress control, general notes and tune-up information shall be the final sheets of the diagram. Also, an explanation of the cross-reference and wire numbering system and an alphabetical device and/or logic symbol and application list shall be included on the final sheets. An index sheet shall be provided and shall constitute the first sheet of the schematics.

3. Each sheet of the elementary diagrams shall be provided with equally spaced line identities for the entire sheet length even though the sheet is not initially fully utilized for diagramming.

4. Input and output wires entering or leaving elementary sheets shall be cross-referenced by a bracketed number showing the remote sheet and line location of the signal.

5. Individual device ratings and setting shall be included on the elementary diagrams for all types of components where such information shall be adjacent to the symbol, listed in a separate tabulation on the same sheet.

1.9 Product data shall be clearly marked to identify pertinent products or models, performance characteristics and capabilities, and required dimensions and clearances.

1.10 Each of the drawings (maximum size of sheet, 22 inches by 34 inches) shall have a blank area, 3-1/2 inches by 3-1/2 inches, located adjacent to the title block in the lower right hand corner. The title block shall display the following:

A. Number and title of the drawing;

B. Date of drawing or revision;

C. Contract name and number;

D. Name of Contractor and Subcontractor or Supplier submitting the drawing;

E. Clear identification of contents and location of the work; and

F. Specification title and number.

1.11 Data shall be on 8-1/2 inch by 11 inch sheets and suitable for xerographic reproduction. Fold-out sheets up to 11 inches by 17 inches may be used for figures and sketches. The pages shall be bound in a fashion which is readily disassembled and reassembled.

1.12 The transmittal form for submittal of drawings or data shall include the information listed in Articles 1.6, 1.9 and 1.10. If the Contractor's transmittal does not have this information, the Engineer will return the submittal and transmittal form without review.

A. The Contractor shall submit the drawings and data to the Engineer in an electronic format acceptable to the Engineer, utilizing pdf files, for review and acceptance. The pdf files may be either transmitted via e-mail, in zipped or un-zipped files, or copied to CD-ROM's and mailed.

The Engineer will provide any comments on the drawings and data and return the marked-up version of the drawings and data to the Contractor, which may be done in a pdf file. The final Approved, or Approved as Noted drawings and data, as so designated by the Engineer, shall be considered the record drawing and data.

1.13 Changes made on the drawings and data by the Contractor at the direction of the Engineer shall be clearly identified by appropriate revision marks at the location on the drawings and data where changes were made and by appropriate notation on the drawings and data.

1.14 If the drawings or data show variations from the requirements of the Contract Documents because of standard shop practice or for other reasons, the Contractor shall describe such variations in its letter of transmittal. Any such variations shall be subject to the written approval of the Engineer and an appropriate adjustment to the Contract Sum. In the execution of any approved variation, the Contractor shall not be relieved of the responsibility for completing the remainder of the Work in accordance with the Contract Documents.

1.15 If approved by the Engineer, the drawings or data will be stamped "Approved" or "Approved as Noted" and one (1) copy will be returned to the Contractor. The Contractor shall perform the subject portion of the Work in accordance with the drawings or data stamped "Approved as

Noted," without resubmitting them, and all noted changes indicated on such drawings or data shall be incorporated in the Project Record Documents.

1.16 Once the drawings or data have been approved, the Contractor shall carry out the related work in accordance therewith and shall not make any further changes unless directed in writing by the Engineer.

1.17 One (1) copy of drawings or data stamped "Not Approved" will be returned to the Contractor with required corrections for resubmittal. Resubmittals shall be handled in the same manner as the initial submittal and shall be prepared at the sole expense of the Contractor. If the Contractor considers any correction indicated on the drawings or data to constitute a change to the Contract, notice shall be given to the Engineer as required under Section 00900, Article 1.5.

1.18 The Contractor shall be responsible for and bear all cost or damages which may result from ordering any material or proceeding with any portion of the Work related to the drawings or data prior to approval of the drawings or data.

ARTICLE 2 – MEETINGS

2.1 Pre-Construction Conference - The Engineer will schedule the Pre-Construction Conference approximately two (2) weeks after Authority issues the Notice of Award and prior to the commencement of the Work for the purpose of discussing with the Contractor important elements of the Contract, preparation for start of work and the successful execution of the Work.

2.2 Progress Meetings - The Engineer will schedule and conduct progress meetings at intervals as it deems necessary throughout the progress of the Work to review progress and quality of the Work, administrative items, problems, Project Schedule, near future look ahead schedule, safety and other work coordination items.

2.3 Other Worksite Meetings - At any time throughout the progress of the Work, the Engineer or Contractor may schedule a meeting to coordinate and discuss the manner in which work will be performed.

2.4 Meeting Attendees - Meetings shall be attended by the Contractor's representative for the Work and any other person or entity whose attendance is requested by the Engineer. Failure of the Contractor to attend Engineer scheduled meetings, or prepare the schedules required in Section 00500, Article 2.4 shall constitute a waiver by the Contractor of any claims from changes in scheduling the performance of its work as a result of conflicts in scheduling with others.

2.5 Meeting Agenda/Minutes – The Engineer will established the Agenda for all meetings and will record minutes for the meeting, and provide copies of the minutes to attendees and other affected parties.

END OF SECTION

Section 01400 – Quality and Product Reference

Table of Articles

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ARTICLE 1 – QUALITY ASSURANCE

1.1 The Contractor shall establish and maintain a Quality Assurance Program. If the Contractor does not have an established Quality Assurance Program or requires guidance in its preparation, Authority can provide the Contractor with FTA's Quality Management System Guidelines at the request of the Contractor.

A. The Quality Assurance Program shall include, but not be limited to, each of the following elements of FTA's Management System Guidelines (October 2019) as follows:

1. Management responsibility
2. Documented quality system
3. Design control
4. Document control
5. Purchasing
6. Product identification and traceability
7. Process control
8. Inspection and testing
9. Inspection, measuring and test equipment
10. Inspection and test status
11. Nonconformance
12. Corrective action
13. Quality records
14. Quality audits
15. Training

B. The Quality Assurance Plan shall also include the following:

1. Organization Chart – Identify the individual responsible for quality assurance by name, showing that this position is outside the production staff with clear lines of authority for validation of quality control; show personnel responsible for quality control by area of responsibility.

2. Source Quality Control

a) Raw Material – List the proposed source of material along with methods of documentation and testing to assure the material quality.

b) Production Control – List required lot size and samples; include sample selection, labeling and test procedure; and manufacturing phase.

c) Product Testing – List proposed type and frequency of tests and method of documenting and reporting test results. List proposed and required test equipment and calibration procedure, including frequency of calibration. List procedure for retesting or rejecting items failing the tests. List the disposal methods and location for tests samples and rejected lots.

d) Packaging and Shipping – List method of identifying, storing, loading, transporting and unloading to assure safe delivery of acceptable material and products.

e) Documentation – List the proposed procedures for documentation and certification.

3. Field Quality Control – The Contractor shall provide a plan for the development of the detailed field inspection and test procedures in accordance with the Contract Documents.

4. Sufficient control shall be maintained over construction and fabrication processes to prevent defectiveness and variability of materials and to assure their conformance with the requirements of the Contract Documents, which can be verified only at the time and point of construction and fabrication.

5. Written quality control, test and inspection procedures shall be used for all pertinent construction and fabrication operations.

6. Design information for materials incorporated into the Work shall be maintained to ensure that items are fabricated, constructed, inspected and tested in accordance with the latest applicable requirements.

7. All changes to design information or task definition shall be processed in a manner that will ensure accomplishment of the Work. A record of all changes shall be maintained.

8. Evaluations and controls shall be established and maintained at appropriately located points in the construction and fabrication process to assure continuous quality control.

9. Adequate methods and facilities shall be established for controlling the identification, handling and storage of all materials. The identification shall indicate the inspection status of the materials. These controls shall be maintained from the time the materials are received in order to protect the materials from damage, deterioration, loss or substitution.

10. Adequate methods and facilities shall be provided to assure conformance with requirements for special process specifications, such as: welding, plating, anodizing, nondestructive testing, heat-treating, soldering, brazing and any other testing of materials. Personnel performing such

activities, including special processes or inspection/test tasks, shall have the experience, training, and certification commensurate with the scope, complexity, or nature of the activity. The following personnel information shall be maintained:

a) Requirements for qualifications;

b) Orientation;

c) Evaluation; and

d) Certification credential.

C. Records (reports) of sampling, inspection and test activities are quality records. The Contractor shall maintain them in a manner providing integrity of item identification, acceptability, and traceability. Reports shall identify the following:

1. Project title and contract number;
2. Testing laboratory name, address, and telephone number;
3. Name of inspected/tested/sampled products and specification section;
4. Quantity of items;
5. Inspection/sampling/testing procedure reference;
6. Date and time of work;
7. Name of inspector/tester;
8. Observations/comments;
9. Specified requirements;
10. Record of temperature and weather/environmental conditions;
11. Acceptability;
12. Deviations/nonconformances;
13. Corrective action;
14. Evaluation of results; and
15. Signature of authorized evaluator.

D. The Contractor's Quality Assurance Program shall ensure compliance with the requirements of the Contract Documents within the Contractor's organization, including compliance by any Subcontractor's or Supplier's organization.

E. Five (5) copies of the Contractor's Quality Assurance Program shall be submitted to the Engineer for review and approval within five (5) days of the Award of the Contract. Within five (5) days of the Engineer’s receipt of the Quality Assurance Program, the Contractor and the Engineer shall meet to review the submittal. The Engineer will inform the Contractor whether the Quality Assurance

Program is approved, approved with comment or rejected. If approved with comment or rejected, a revised Quality Assurance Program shall be submitted to the Engineer within five (5) days of the review meeting. Work undertaken by the Contractor prior to the Engineer's written approval of the Contractor's Quality Assurance Program shall be at the Contractor's risk and expense.

F. The Contractor's Quality Assurance Program shall not be changed without the prior written approval of the Engineer. The Work shall not be continued by the Contractor prior to the receipt of written approval from the Engineer regarding such requested changes to the Contractor's Quality Assurance Program.

G. The Contractor's Quality Assurance Program shall be subject to the Engineer's verification at all times. Verification shall include, but will not be limited to: audit of the Quality Assurance Program; surveillance of the operations to determine that practices, methods and procedures of the program are being properly implemented; and inspection to verify the quality of items offered for acceptance.

H. Failure by the Contractor to promptly correct deficiencies discovered by the Contractor, or of which the Contractor is notified by the Engineer, may be cause for suspension of the Work. Said suspension will continue until corrective action has been taken or until the conformance of the items to prescribed criteria has been demonstrated to, and approved by, the Engineer. Such suspension of the Work shall be at no cost to Authority.

I. The Contractor shall audit its Quality Assurance Program and related procedures to confirm compliance with the Contract Documents. The Contractor shall maintain audit records as quality records and make them available to the Engineer upon request. The Engineer may perform audits of the Contractor's activities to verify compliance with the Contract Documents. The Contractor shall perform audits on a systematic basis in accordance with the most current update of the FTA Project and Construction Management Guidelines, and FTA’s Quality Management System Guidelines.

ARTICLE 2 – SOURCE OF SUPPLY AND QUALITY OF MATERIALS

2.1 For the purposes of Section 01400, only, the term "materials" shall mean all materials, equipment, commodities and products furnished for incorporation into the Work.

2.2 Notwithstanding prior inspection or approval by Authority or the Engineer, only materials conforming to the requirements of the Contract Documents shall be incorporated into the Work.

2.3 The materials furnished by the Contractor shall be new unless otherwise specified in the Contract Documents.

2.4 The Contractor shall submit to the Engineer a list of its sources of materials.

A. The list shall be on a form satisfactory to the Engineer and shall be submitted no less than thirty (30) days prior to the scheduled start of the related portion of the Work so as to insure necessary coordination of the inspection and testing of materials.

B. The list shall indicate the specified use by Section(s) in the Contract Documents and, for PENNDOT pre-approved sources, the properly referenced parts of the appropriate reference e.g. PENNDOT Bulletin(s), if any. When material is not from a PENNDOT pre-approved source Contractor shall also submit a quality control plan for such material, and samples of specified kind and quality.

2.5 All materials shall be subject to inspection and testing by the Engineer at the place of production or manufacture, at the shipping point, at the destination, and at the Worksite, whether installed or not. Inspection and testing, or lack thereof, of materials by the Engineer does not relieve the Contractor from responsibility for any defect therein or other failure to meet the requirements of the Contract Documents and shall not be considered as a guarantee of acceptance of any materials furnished by the Contractor.

2.6 The Contractor shall manage the delivery of its materials as follows:

A. Transport and handle materials in accordance with manufacturer's instructions.

B. Schedule delivery to reduce long-term on-site storage prior to installation and/or operation. Under no circumstances shall material be delivered to the site more than one month prior to installation without written authorization from the Engineer.

C. Coordinate delivery with installation to ensure minimum holding time for materials that are hazardous, flammable, easily damaged or sensitive to deterioration.

D. Deliver materials to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.

E. Unload and place all materials delivered to the site in a manner which will not hamper Authority's operations, Contractor's normal construction operation or those of Subcontractors and other contractors and will not interfere with the flow of Authority traffic.

F. Provide equipment and personnel to unload all materials delivered to the site.

G. Promptly inspect shipment to assure that materials comply with requirements, quantities are correct, and materials are undamaged.

2.7 The Contractor shall comply with the Pennsylvania “Steel Products Procurement Act No. 1978-3”. Accordingly, the Contractor shall use or supply and certify that only “steel products” as defined in Section 6 of the Steel Products Procurement Act are used in the performance of the Contract or subcontracts to the Contract, unless there is a written determination by Authority that no manufacturer in the United States produces such “steel products” in sufficient quantities to meet the requirements of the Contract.

ARTICLE 3 – USE OF BRAND NAME OR EQUAL

3.1 Certain materials to be incorporated in the Work may be designated in the Contract Documents by their salient characteristics and brand names or the names of manufacturers and their catalog information. The use of an alternative material which the Contractor represents to be of at least equal quality, and to have the required characteristics for the purpose intended, (hereinafter referred to in the Contract Documents as Or Equal Material or Approved Equal), may be permitted to be utilized by the Contractor, if approved by the Engineer, subject to the following:

A. The burden of proof as to the quality and suitability of Or Equal Material shall be upon the Contractor.

B. Any costs incurred by the Engineer and/or Authority associated with the review of any request for an Or Equal Material and/or the utilization of an Or Equal Material shall be borne by the Contractor. Acceptance of any Or Equal Material shall be at no additional cost to Authority.

C. If the Contractor intends to seek approval of Or Equal Materials in lieu of specified materials, it shall notify the Engineer, in writing, of its intent to do so as follows:

1. If the portion of the Work that relates to the Or Equal Material, including the ordering of materials, is scheduled to occur within ninety (90) days of receipt of the Notice to Proceed, the Contractor shall submit its intention to seek approval of such Or Equal Material to the Engineer within seven (7) days of receipt of the Notice to Proceed.

2. If the portion of the Work that relates to the Or Equal Material is scheduled to occur later than ninety (90) days after the receipt of the Notice to Proceed, the Contractor shall submit its intention to seek approval of such Or Equal Material no less than sixty (60) days before the scheduled start of such related portions of the Work.

D. The Contractor, within fourteen (14) days of its notice to the Engineer, shall submit to the Engineer all information required by the Engineer to review the quality and suitability of the proposed Or Equal Material. The information shall be sufficient to describe the proposed Or Equal Material in every way including size, utility requirements, compatibility with other Project products and procedures, performance characteristics, maintenance requirements, description of warranty, independent test results, time and schedule impacts and any other information that the Engineer may request in order to determine the acceptability of the proposed Or Equal Material.

E. No review of a request for approval of an Or Equal Material will occur until the request has been made in accordance with Article 3.1.C and 3.1.D above.

F. The Engineer shall have a minimum of twenty-one (21) days following the receipt of the information required in Article 3.1.D above to review and respond to a request for use of Or Equal Material from the Contractor.

G. The Engineer shall be the sole judge as to the quality and suitability of Or Equal Material and the Engineer's decision shall be final and binding upon the Contractor.

H. Or Equal Material shall not be used where the materials are designated to match others in use by Authority in a particular improvement either completed or in progress.

I. If the use of Or Equal Material involves redesign of, or changes to, other portions of the Work, the cost and time required to effect such redesign or changes will be considered, among other things, in evaluating the suitability of the Or Equal Material.

J. The Contract Documents may require that materials be classified, rated, or certified by an organization recognized for establishing standards in the industry, such as UL, NEMA and the like. Proposals for Or Equal Material shall be accompanied by reports from the listed or equivalent independent testing laboratory indicating such proposed Or Equal Material does comply with the requirements of the Contract Documents. If independent testing laboratories are used, they shall be subject to prior written approval of the Engineer.

K. Approval of Or Equal Material shall only be for the characteristics or use named in such approval and shall not be used to change or modify any requirement of the Contract Documents. Further, each approval shall be limited to the portion of the Work for which it is given.

L. The Contractor shall be responsible for and bear all costs or damages which result from ordering any material or proceeding with any work related to proposed Or Equal Material prior to approval of such proposed Or Equal Material.

ARTICLE 4 – AUTHORITY FURNISHED MATERIALS

4.1 Authority furnished materials, if any, will be listed or described in the Contract Documents. Such materials will be available at locations designated in the Contract Documents, or if not designated therein, will be delivered to the Worksite by Authority.

4.2 Work such as unloading, transporting from the designated availability locations, handling, storing, protecting, re-handling and installing such Authority furnished materials shall be performed by the Contractor at its expense. The Contractor shall give the Engineer thirty (30) days written notice in advance of the desired delivery date, except where delivery schedules are established in the Contract Documents, or the Contractor’s schedule.

4.3 The Contractor shall pay all demurrage and storage charges which may be incurred on any Authority furnished materials. The Contractor shall inspect such materials upon receipt and shall immediately notify the Engineer in writing of any damaged or defective materials.

4.4 The Contractor shall be responsible for any Authority furnished materials received by it and if any Authority-furnished materials are lost, or damaged from any cause, after receipt by the Contractor, the Contractor shall be liable to Authority for the cost of either, at Authority's option, replacing or repairing such Authority-furnished materials and these costs may be deducted from monies due, or to become due, the Contractor under the Contract or any other contract with Authority.

ARTICLE 5 - INSPECTION

5.1 Inspection of the Work

A. Authority and the Engineer shall at all times have access to the Work and the Contractor shall furnish every reasonable facility for ascertaining that the Work is performed in accordance with the requirements of the Contract Documents. Any portion of Work shall be subject to the Engineer's inspection and approval at any time. When any portion of the Work is to be performed during hours other than the Contractor's designated working hours, the Contractor shall advise the Engineer no less than twenty-four (24) hours in advance of such occurrences.

B. Government, State and local officials shall have the right to inspect those portions of the Work that are subject to their jurisdiction. The Contractor shall cooperate with these Government, State and local representatives in the same manner as any Authority representative.

C. Inspection and re-inspection of any portion of the Work may be ordered by the Engineer, at any time, before Acceptance of the Work. Work determined by the Engineer, at any time, not to meet the requirements of the Contract Documents shall be made acceptable to the Engineer. Any portion of the Work may be rejected by the Engineer if found not to meet the requirements of the Contract Documents, not withstanding payment therefor.

D. If the Engineer deems it necessary to inspect any portion of the Work that is not visible or accessible, the portion of the Work in question shall be uncovered by the Contractor. If such portion of the Work is found to be in accordance with the Contract Documents, Authority will pay all costs incurred to perform this inspection. If such portion of the Work is not in accordance with the Contract Documents, Contractor shall pay all costs incurred to perform this inspection.

E. Inspection or approval of any portion of the Work by Authority or the Engineer shall not relieve the Contractor of its obligations to fulfill the requirements of the Contract Documents including, but not limited to, the Contractor's warranty and guaranty obligations.

5.2 Plant Inspection

A. Authority, the Engineer, or their authorized representatives, may inspect, at the Contractor's plant or facility, any materials procured or manufactured at said plant or facility, as well as, may inspect, at the source of supply or manufacture, any materials procured and/or manufactured by a Subcontractor, Supplier or any other person or entity other than the Contractor. Authority, the Engineer, or their authorized representatives, shall have free entry at all times, during normal business hours, to such parts of the plant that pertain to the manufacture or production of the materials. Adequate facilities to make the necessary inspection shall be furnished at no cost to Authority. Authority assumes no obligation to inspect materials at the source of supply, manufacture or production. The responsibility for providing satisfactory materials for incorporation into the Work rests entirely with the Contractor, notwithstanding any prior inspections or tests by Authority or the Engineer.

B. If Contractor uses PENNDOT approved sources and the Contract Documents specify PENNDOT approved material, Authority will consider a PENNDOT certification per applicable PENNDOT certification requirements and PENNDOT plant inspection adequate to satisfy these provisions.

ARTICLE 6 – DEFECTIVE MATERIALS

6.1 Contractor-furnished materials not conforming to the requirements of the Contract Documents, as determined by the Engineer, will be rejected, whether in place or not. If so directed by the Engineer, the Contractor shall promptly repair or remove and replace, in a manner acceptable to the Engineer, such materials. No compensation shall be allowed to the Contractor for such repair or removal and replacement.

6.2 Rejected materials, the defects in which have been subsequently corrected, shall not be used in the Work unless approved, in writing, by the Engineer.

6.3 Upon failure of the Contractor to repair, remove or replace defective or non-conforming materials, or to repair materials, after notice in writing from the Engineer, Authority may cause the defective or non-conforming materials to be repaired, removed or replaced by others. Any costs incurred by Authority in having defective or non-conforming materials repaired or removed and replaced shall be borne by the Contractor and such costs may be deducted from any monies due, or which become due, the Contractor under the Contract or any other contract with Authority.

6.4 The determination as to whether the materials do not conform to the requirements of the Contract Document is the sole discretion of the Engineer.

6.5 If materials, which the Engineer has determined not to be in conformance with the requirements of the Contract Documents, are permitted by the Engineer to be left in place, a credit shall be due Authority for the difference between the value of the materials required by the Contract Documents

and the value of the materials placed by the Contractor, as well as any other costs to be incurred by Authority as a result of permitting the non-conforming work to remain in place, and deducted from any monies due, or which become due, the Contractor under the Contract or any other contract with Authority.

ARTICLE 7 – PLANTS AND EQUIPMENT

7.1 Only plants and equipment suitable to produce the quality of work and materials required by the Contract Documents shall be used or permitted to be used by the Contractor. Such plants and equipment shall conform with industry standards and shall be of sufficient capacity to ensure the production of materials needed to complete the Work in accordance with the Project Schedule. Design and construction of any plants and equipment to implement the Work shall be in accordance with industry practice.

7.2 When ordered by a Responsible Authority or the Engineer, the Contractor, at the Contractor's sole expense, shall remove unsafe or unsuitable equipment or materials from the Worksite and discontinue operation of unsafe or unsatisfactory plants.

7.3 If at any time during the progress of the Work, plants, tools or equipment used by the Contractor are determined by the Engineer to be unable to achieve the quality of work required at the proper rate of progress, the Engineer may order the Contractor to take any steps the Engineer deems necessary to achieve the quality of work required at the proper rate of progress. The failure of the Engineer to demand such action, however, shall not relieve the Contractor of its obligation to achieve the quality of work required and the proper rate of progress necessary to complete the Work within the time required by the Contract.

ARTICLE 8 – REMOVAL OF REJECTED AND UNAUTHORIZED WORK

8.1 Work not conforming to the requirements of the Contract Documents, as determined by the Engineer, will be rejected, whether in place or not. If so directed by the Engineer, the Contractor shall promptly remedy, or remove and replace, such work in a manner acceptable to the Engineer. No compensation shall be allowed to the Contractor for such removal, replacement or remedial work.

8.2 Work done beyond the lines and grades shown on the Contract Documents or established by Authority or the Engineer, and any work not required by the Contract Documents nor authorized in writing by the Engineer, shall be considered to be unauthorized work and no compensation therefor shall be allowed to the Contractor. Upon order of the Engineer, unauthorized work shall be remedied, removed or replaced by the Contractor at Contractor's expense.

8.3 Upon failure of the Contractor to remedy, remove or replace rejected or unauthorized work, or to comply promptly with any order of the Engineer to do so, Authority may cause such rejected or unauthorized work to be

remedied, removed or replaced by others. Any costs incurred by Authority in having rejected or unauthorized work remedied, removed or replaced shall be borne by the Contractor and these costs may be deducted from any monies due, or which become due, the Contractor under the Contract or any other contract with Authority.

8.4 If any work, which the Engineer has determined not to be in conformance with the requirements of the Contract Documents, is permitted by the Engineer to be left in place, a credit shall be due Authority, the value of such credit to be established by Authority and a Change Order will be issued by Authority to deduct the credit from any monies due, or which become due, the Contractor under the Contract or any other contract with Authority.

ARTICLE 9 - SAMPLES

9.1 The Contractor shall review, approve and submit to the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be submitted without charge to Authority and with shipping charges prepaid. Materials, for which samples are required or requested, shall not be used in the Work until approved in writing by the Engineer.

9.2 By approving and submitting samples, the Contractor represents that it has determined and verified all materials, field measurements and all other criteria related thereto and that it has checked and coordinated the data submitted with such samples with the requirements of the Contract Documents.

9.3 Before submitting samples, the Contractor shall verify that the materials will be available in the quantities required for the Work. Unless otherwise directed, samples as specified in the Contract Documents, along with a letter with pertinent product information, shall be submitted to the Engineer for review and approval no less than thirty (30) days prior to the scheduled start of related work and shall be identified with a label, where practical, listing the following data:

A. Name, number and location of Project;

B. Name of Contractor;

C. Material represented and its location in the Work;

D. Name of producer, brand or trade name, if applicable, and place of origin; and

E. Date of submittal.

9.4 When requested by the Engineer, samples of materials from local sources shall be taken in the presence of the Engineer.

9.5 The Engineer will review the sample and notify the Contractor that the sample is "Approved", "Approved as Noted", or "Rejected", with the reasons for rejection of the sample. Rejected samples shall be corrected and resubmitted to the Engineer in the same manner as the first submittal of samples, at no cost to Authority. Rejection of any sample will be

sufficient cause for refusal to consider any further samples of the same brand, make or source.

9.6 Approval of a sample shall be only for the characteristics and use named in the submittal and shall not be construed to change or modify the requirements of the Contract Documents or relieve the Contractor of its responsibilities to adhere to the requirements of the Contract Documents.

9.7 No change or substitution will be permitted after a sample has been approved unless written approval to change or substitute has been given to the Contractor by the Engineer.

ARTICLE 10 – CERTIFICATE OF COMPLIANCE

10.1 A Certificate of Compliance shall be furnished by the Contractor to the Engineer for each lot of materials delivered to the Worksite and the Certificate shall clearly identify the materials. The Contractor shall not incorporate any material in the Work until it has provided, and the Engineer has approved, a complete and acceptable Certificate of Compliance for the material.

10.2 The Certificate of Compliance shall be in a form acceptable to the Engineer and shall include:

A. A certified copy of test results pertaining to the material;

B. The submittal date;

C. The Contractor's name and address;

D. Contract title and number;

E. The represented material and its location;

F. Manufacturer’s, producer's or fabricator’s name;

G. Material trade name and catalog number;

H. Place of material origin;

I. Lot number;

J. Lot test date;

K. Testing organization's name and address;

L. Quantity of the material to be furnished;

M. Related Contract Drawing and Section numbers;

N. Signature of a representative of the manufacturer, producer or fabricator of the materials; and

O. A statement by the Contractor that the materials involved comply with the requirements of the Contract Documents.

10.3 The Engineer may permit the use of certain materials prior to sampling (Article 9) and testing (Article 11) if accompanied by a Certificate of Compliance. Materials may be rejected based upon the review of the Certificate of Compliance from the Contractor.

10.4 Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that materials are used on the basis of such Certificate of Compliance shall not relieve the Contractor of the sampling and testing requirements of the Contract or its responsibility for incorporating materials in the Work which conform to the requirements of the Contract Documents. Materials not conforming to such requirements will be subject to rejection whether in place or not.

ARTICLE 11 - TESTING

11.1 Materials shall be tested in accordance with the requirements of the Contract Documents.

11.2 The Contractor shall inform the Engineer at the Pre-Construction Conference of the testing laboratory it proposes to use and obtain the Engineer's written approval of the laboratory prior to conducting tests. Any testing laboratory proposed by the Contractor shall be accredited by applicable states, agencies and/or associations for the material to be tested, such as AMRL and CCRL.

11.3 The Contractor shall notify the Engineer of the date and time arranged for all testing no less than forty-eight (48) hours in advance of each event so that the Engineer may be present to observe the testing.

11.4 For manufacture of material and performance of Work at a location other than the Worksite, the Contractor shall notify the Engineer in writing of the location, date and time for the testing a minimum of fourteen (14) days prior to the event. The Contractor shall reconfirm 72 hours prior by telephone, so the Engineer can be present to observe the testing should the Engineer deem it necessary.

11.5 When specified in the Contract Documents, the Contractor shall require material suppliers or manufacturers to provide qualified representative(s) to observe conditions and methods of installation, quality of workmanship, start-up of equipment, testing, adjusting, and balancing of equipment as applicable, and to provide field instructions when necessary. The Contractor shall submit qualifications of such representative to the Engineer thirty (30) days in advance of the required observations for the Engineer’s approval. The Contractor shall report observations and site decisions or instructions given to applicators or installers by such representative which are supplemental or contrary to manufacturers’ written instructions in writing to the Engineer. The Contractor shall submit to the Engineer for approval, within thirty (30) days of such observation, two (2) copies of the manufacturer’s report as to adequacy of installation, and the manufacturers’ certification that the installation was in accordance with the manufacturer’s/supplier’s requirements.

11.6 The Contractor shall immediately notify the Engineer of non-conforming test results. The Contractor shall immediately record conforming and non-conforming test results on forms or charts acceptable to the Engineer.

11.7 When the Engineer deems it necessary, the Engineer will select sample locations for testing of material and related work on a random basis in accordance with applicable testing requirements. The Contractor shall obtain samples and transport them from the sampling point to the testing

site at the direction of and in the presence of the Engineer. The Contractor's approved testing firm will conduct all the specified tests in accordance with the Contract Documents. The Engineer may witness testing by the Contractor's approved testing firm. The Contractor's testing firm shall submit test reports directly to the Engineer no later than three (3) working days after conducting the test. The test report shall indicate observations, results and compliance or non-compliance with the Contract Documents.

11.8 The Contractor shall bear all costs for tests, other than those conducted by Authority or the Engineer, unless otherwise agreed to by Authority.

11.9 If the Engineer determines that any materials and related work require additional testing, the Engineer will instruct the Contractor in writing to order the additional tests to be performed.

A. If the additional tests reveal that the materials or related work meet the requirements of the Contract Documents, a Change Order authorizing the reimbursement of costs for the tests will be issued to the Contractor by Authority; or

B. If the additional tests reveal that the materials or related work do not meet the requirements of the Contract Documents, the costs incurred for tests and the costs incurred by the Engineer in observing such tests shall be the responsibility of the Contractor.

11.10 The Contractor shall ensure that two (2) copies of all certificates of testing or approval, as well as the test results and reports, are furnished directly by the testing firm to the Engineer concurrently with the Contractor's receipt. The Contractor shall keep these records complete and available for inspection at all times during the performance of the Work. Records of test activities shall be maintained in a manner that provides integrity of item identification, acceptability, and traceability, and shall identify the following:

A. Name of item(s) tested;

B. Quantity of items;

C. Test procedure reference;

D. Date of test;

E. Name of tester;

F. Observations/comments;

G. Specified requirements;

H. Acceptability;

I. Deviations/nonconformances;

J. Corrective action;

K. Evaluation of results; and

L. Signature of authorized evaluator.

11.11 The Contractor shall provide or have others provide and maintain measuring and testing devices to assure that materials conform to Contract

Documents. In order to assure continued accuracy, the Contractor shall calibrate, adjust, and maintain devices at prescribed intervals prior to use, based upon equipment stability and other conditions affecting measurement. The Contractor shall provide complete documentation of all calibration, adjustment and maintenance of these devices. The Contractor shall make provisions for the proper handling and storage of equipment. The Contractor shall ensure that its devices are calibrated to conform with the National Bureau of Standards. The Contractor shall show the current status, date of last calibration, and the due date for the next calibration for every calibrated measuring and test device. The Contractor shall maintain calibration records as quality records and make such records available for inspection. When required, the Contractor shall make the measuring and testing equipment available to the Engineer for use in determining conformance of material, products, or completed construction with the Contract Documents. In addition, the Contractor shall make personnel available for the operation of such devices and for verification of the accuracy and condition of the devices. The Contractor shall have calibration results available at all times. The Engineer will, at it's sole discretion, conduct periodic inspections of the measuring and testing devices to confirm both calibration and condition of operation. The Contractor shall notify the Engineer at least one (1) week in advance of Contractor initiated calibration, in order that the Engineer may be present. The Contractor shall submit, upon request of the Engineer, calibration data to the Engineer for review.

ARTICLE 12 – PHOTOGRAPHS AND VIDEOS

12.1 The Contractor shall, on the day nearest the end of each month during the performance of the Work, take digital photographs of at least three/five (3/5) views of the Work, which will show progress made during the month and shall submit the digital photographs to the Engineer by the tenth day of the next month.

12.2 Each photograph shall show as much detail of the Work progress as possible in the interests of keeping the total number of photographs to a minimum.

12.3 The Contractor shall provide a listing of the photographs which shall include the photograph file name, date of photograph, description of item photographed and name of individual who took the photograph.

12.4 In addition to the photographs to be taken at the end of each month, ten (10) views shall be taken of the Worksite before any construction has commenced.

END OF SECTION

Section 01500– Temporary Facilities and Controls

Table of Articles

Article 1 – Temporary Facilities and Controls

1.1 Public Convenience
1.2 Public Safety
1.3 Preservation of Property
1.4 Maintenance and Protection of the Work
1.5 Operations and Storage Areas
1.6 Environmental Control
1.7 Temporary Utilities

ARTICLE 1 – TEMPORARY FACILITIES AND CONTROLS

1.1 Public Convenience

A. All public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. The Contractor shall obtain approval of its plans for the routing and control of traffic from the appropriate state, county or local agency having jurisdiction therefore. Where the temporary rerouting or closing to traffic of any public street or highway is necessary, the Contractor shall make all necessary arrangements with the appropriate state, county or local agency.

B. The Contractor shall use only established roadways or construct and use such temporary roadways as may be authorized by Authority. Where materials are transported in the prosecution of the Work, vehicles shall not exceed the loading capacity recommended by the manufacturer of the vehicle or any roadway restrictions prescribed by any federal, state, county or local law or regulation.

C. The Contractor shall ensure that mud, dirt and debris are cleaned from the wheels and exterior surfaces of all vehicles leaving the Worksite. All trucks entering or leaving the Worksite with any materials or debris shall be loaded in a manner which shall prevent spillage of the materials or debris. Spillage resulting from the Contractor's hauling operations shall be removed immediately by the Contractor at the Contractor's expense.

D. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to owners of abutting property. Convenient access to all property, roads and highways shall be maintained, and temporary approaches to roads or highways shall be provided and kept in good condition.

1.2 Public Safety

A. The Contractor shall provide appropriate signs, lights, flares, barricades and other facilities for the guidance of public traffic to expedite the safe passage of public traffic through and around the Worksite. All such signs, lights, flares, barricades and other facilities shall be in accordance with the applicable laws and regulations of OSHA and all other applicable federal, state, county and municipal agencies and shall be approved by the Engineer prior to installation or use.

B. The Contractor shall provide and station persons to direct the movement of public traffic through and around the Worksite. Flagpersons, when used, shall be provided with the necessary equipment in accordance with the applicable laws and regulations of OSHA, and all other applicable federal, state, county and municipal agencies. The equipment shall be furnished, and kept clean and in good repair, by the Contractor.

C. Materials and construction equipment shall be stored where it will not interfere with the free and safe passage of public traffic.

D. Materials and construction equipment shall not be left within fifteen (15) feet in any direction of any fire hydrant, and fire hydrants shall be readily accessible at all times.

E. The Contractor shall, at all times, anticipate accidental and deliberate intrusion onto the construction site by the general public, including children. The Contractor shall erect barriers as necessary and in accordance with current regulatory requirements or as directed by the Engineer to protect intruders from dangerous contact with work areas and excavations.

F. The Contractor shall take precautions, as necessary, to protect intruders to the Worksite during non-working hours. Precautions shall include, but not be limited to, securing mobile equipment, covering openings and removing ladders.

1.3 Preservation of Property

A. Due care shall be exercised by the Contractor during performance of the Work to protect and preserve all property that is not to be removed, including but not limited, to facilities, vegetation, improvements and utilities, under or above ground. All such property that is within or adjacent to the Worksite shall be provided with suitable safeguards to protect the items from damage.

B. Access to the Worksite may require travel on the sidewalks and pavement. Contractor shall protect and preserve these facilities that Contractor affects by its operations including, but not limited to, the following:

1. Protect edges of paving and curbs where construction equipment will cross with temporary concrete or bituminous material or other Engineer approved methods.

2. Keep all streets free of construction debris and contamination.

3. Use only rubber-tired vehicles on adjoining pavements and sidewalks, unless otherwise approved by the Engineer. Conduct an inspection of the facilities at the Worksite with Engineer to establish the baseline conditions prior to start of Work.

C. Any damage to existing facilities, or other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement caused by the Contractor or its Subcontractors, at all tiers, shall be repaired, replaced or restored to a condition as good as or better than existed prior to the damage by the Contractor at its sole cost and expense. Damage to existing facilities will include, and not be limited to, any surface the Contractor has impregnated, stained, or disfigured. Approval of a corrective action by the Engineer shall not relieve the Contractor of

its obligation to repair the damage should the approved corrective action fail to properly and completely repair the damage. If the Contractor fails or refuses to repair or replace such items promptly to the satisfaction of the Engineer, Authority may deduct the cost of performing the necessary work from monies due, or to become due, the Contractor under the Contract or any other contract with Authority.

D. If the owner of the damaged facilities elects to repair the damaged facilities with its own forces, the Contractor shall be responsible for, and reimburse the owner of the damaged facilities for, incurred costs to repair the damage.

E. The fact that any item, as described in this Article 1.3, is not shown on the Contract Drawings shall not relieve the Contractor of its responsibility for preservation of such property. The Contractor shall be responsible to ascertain the existence of all facilities, vegetation, improvements and utilities which could be damaged by its operations.

F. The Contractor shall notify the owner of any item damaged as described in this Article 1.3 at least three (3) working days in advance of doing any repair, replacement or restoration work to such item.

G. The Contractor shall not repair or attempt to repair utilities damaged during, or by, the performance of the Work, but shall immediately contact the utility owner. The cost of the necessary repairs to damaged utilities shall be borne by the Contractor and may be deducted from monies due, or to become due, the Contractor under the Contract or any other contract with Authority.

1.4 Maintenance and Protection of the Work

A. Until issuance of the Certificate of Acceptance of Final Inspection, the Contractor shall be responsible for the maintenance and protection of the Work, including but not limited to, the storage of materials and equipment, erection of temporary structures, and proper drainage, as necessary to protect the Work from damage.

B. The Contractor is responsible for any damage to or loss of the Work, including materials or equipment, resulting from any cause whatsoever, irrespective of fault or negligence, except for damage or loss that is caused solely by the negligence or willful misconduct of Authority.

C. Any portion of the Work that is damaged shall be repaired or replaced by the Contractor. If the damage is to Authority-furnished equipment, Authority may choose to have repairs made or replacement performed by the equipment manufacturer, and all cost shall be borne by the Contractor or such costs maybe deducted from any monies due, or to become due, the Contractor under the Contract or any other contract with Authority. The Contractor shall indemnify, hold harmless and defend Authority, its directors, officers, employees, agents and authorized representatives and the

Engineer from all claims, suits or actions of any nature brought for, or on account of, any damage for which the Contractor is responsible.

1.5 Operations and Storage Areas

A. All materials shall be stored by the Contractor in a manner which will facilitate inspection and ensure preservation of their quality and fitness for the Work.

B. All operations of the Contractor, including storage of materials and equipment, shall be confined to areas authorized or approved by the Engineer prior to the use of the areas.

C. Temporary buildings, storage sheds, shops, offices and the like, may be provided by the Contractor with the prior written approval of the Engineer and at no expense to Authority. The facilities shall remain the property of the Contractor and shall be removed at the Contractor's expense prior to the Final Inspection or within fifteen (15) days of receipt of notice from the Engineer. If requested by the Engineer, the Contractor shall submit a scaled drawing to the Engineer for review and approval of the staging area location and planned use of the staging area prior to occupying the site.

D. Parking facilities for the Contractor's and any Subcontractor's personnel shall be the Contractor's responsibility. If requested by the Engineer, the Contractor shall submit a plan for employee parking to the Engineer for approval within ten (10) days of receipt of Notice of Award.

E. Except for regularly scheduled operations shutdown periods, operations of Authority will continue during the term of this Contract. The Contractor's work shall not disrupt Authority operations.

F. All storage areas, both on-site and at off-site locations procured by the Contractor, Subcontractors and Suppliers, shall be approved by the Engineer. No storage of material or equipment shall be permitted on streets or sidewalks outside the designated work area.

G. The light rail system/busway system is an operating transit facility carrying high volumes of people. Disruptions to operations will delay and may compromise the safety of the public. Except as approved by the Engineer, the Contractor shall not cause any transit vehicle to be stopped or rerouted.

H. All instructions for Authority vehicle operations are to be given to Authority operators and drivers by Authority supervisors. The Contractor is not permitted to instruct operators, drivers or other Authority personnel.

I. Non-Authority owned vehicles operating on the Busway must carry a permit to be on the Busway. The Contractor shall be responsible for the supervision of all actions of any Subcontractor's or Supplier's vehicle making a single trip and not carrying a letter of authorization. This authorization is only valid for the Contractor's business during

the Contractor's working hours. The Contractor's employees will not be permitted to use personal vehicles on the Busway.

1.6 Environmental Control

A. Water Pollution Control

1. The Contractor, on behalf of itself and all Subcontractors and Suppliers, shall comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, as amended, 33 U.S.C. § 1368 and §§ 1251 *et seq*., and any other applicable federal, state, county and local laws and regulations regarding activities impacting or affecting waters of the State or the United States. Before engaging in any activity which may impact any such water, the Contractor shall provide the Engineer with written notice ten (10) days prior thereto.

2. The Contractor shall report, in writing, each violation to the Engineer within 24 hours of its' occurrence.

B. Air Pollution Control

1. The Contractor, on behalf of itself and all Subcontractors and Suppliers, shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7606 and §§ 7401 *et seq*., and any other applicable federal, state, county or local laws and regulations regarding emission of regulated air pollutants or any other regulated activity concerning air pollution prevention, control or abatement. The Contractor shall report, in writing, each violation to the Engineer within 24 hours of its' occurrence.

2. The Contractor shall take all necessary precautions and shall conduct its operations in such a manner so as to minimize the release of particulate matter or dust into the air in and around the Worksite. Suitable means of insuring adequate particulate matter or dust control shall be available at all times when there is a possibility of the emission of particulate matter or creating dust and at such other times as may be directed by the Engineer. Such control shall not be limited to the immediate areas where construction operations are in progress but shall extend to, and include, all areas covered by the Work.

3. The Contractor shall be responsible for obtaining any and all permits or other required authorizations prior to engaging in any activities involving the open burning of materials, and the Contractor shall be responsible for complying with such permits and/or authorizations.

4. The Contractor shall provide the Engineer with written notice ten (10) days prior to engaging in any activity described above.

5. The Contractor shall develop a plan to control dust during construction operations and shall submit two (2) legible copies of the plan to the Engineer for review and approval at the Pre-Construction Conference. The Work may be conducted near numerous active businesses, stores, office buildings, residences, and transit stops. The Contractor shall control the spread of debris, dust and other forms of contamination into these areas. The Contractor shall promptly clean any accidental contamination of the adjacent properties and Authority property caused by the performance of the Work and shall revise its construction operations to eliminate future occurrences.

C. Hazardous Substances and Waste

1. The Contractor shall bear sole responsibility for the proper and lawful removal, transportation, treatment, storage and disposal of "hazardous substances", “hazardous waste”, and "contaminants," as these terms are defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 et seq., and/or the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901, et seq., petroleum and petroleum products. Also, the Contractor shall bear sole responsibility for the selection of the treatment, and/or the storage or disposal facility, utilized therefor.

2. The Contractor shall be responsible for, and pay all costs for, any necessary testing or analysis of actual or potential solid or hazardous wastes. The Contractor shall provide notice in writing to the Engineer of any necessary testing or analysis prior to performing the testing or analysis.

3. Before providing any notice required under CERCLA, RCRA or under any state, county or local counterpart to CERCLA or RCRA, the Contractor shall immediately provide notice to the Engineer in writing.

D. Noise Control

1. The Contractor shall comply with applicable OSHA, state, county and local laws and regulations regarding the prevention, control and abatement of noise.

2. The Contractor shall develop a plan to control noise during construction and submit two (2) legible copies of the plan to the Engineer at the Pre-Construction Conference for review and approval. At a minimum, the plan shall address the following items:

a) Noise control to provide for the health and safety of the workers;

b) Acceptable noise levels;

c) Source control;

d) Site control;

e) Planning of operations;

f) Sequence of operations; and

g) Community awareness.

3. The plan to control noise shall address the following:

a) The Contractor shall use every effort and every means possible to minimize noises caused by its operations. The Contractor shall provide working machinery and equipment designed to operate with the least possible noise, including the use of shields, soundproof housings, enclosures, or other physical barriers to restrict the transmission of noise. Compressors shall be equipped with silencers on intake lines. Gas or oil operated equipment shall be equipped with silencers or mufflers on intake and exhaust lines. Wherever practicable, electricity shall be used for power to reduce noise. Where required by agencies having jurisdiction, certain noise producing work may have to be performed during other than regular working hours or at specified periods only.

b) Allowable Sound Levels of Construction Equipment:

From 7 a.m. to10 p.m. – 80dBA

At times other than those noted above – 57dBA

c) Sound measurements shall be made on the A weighing scale of a general purpose sound level meter conforming to ANSI A1.4 set at fast response.

d) Sound levels for public noise exposure due to construction will be measured at the closest point adjacent top the site in normal use by the public while construction work is in progress, and three to six feet from building lines affected by noise.

e) If the need arises, the Contractor will be required to assist the Engineer and Authority with community coordination activities relative to public noise exposure.

E. Energy Conservation

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the

State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et, seq.

F. Reserved

G. Site Drainage:

The Contractor shall:

1. Grade site to drain. Maintain excavation free of water. Provide, operate and maintain pumping equipment.
2. Protect the Worksite from puddling or running water. Provide drainage and diversion channels and barriers as required to protect the Worksite from soil erosion.
3. Comply with Erosion and Sediments Control Narrative in the Appendix and requirements of the Contract Documents including the Erosion and Sedimentation Control Plan.
4. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
5. Minimize amount of bare soil exposed at one time.
6. Provide temporary measures such as berms, dikes, and drains to prevent water flow.
7. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
8. Weekly inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.7 Temporary Utilities

A. The Contractor shall determine the need for and amount of temporary utility services required by it and shall make all arrangements to secure such services. Temporary utility lines shall be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner, according to the applicable codes, and as specified in the Contract Documents.

B. All temporary utility services shall be removed by the Contractor prior to the Final Inspection.

C. All costs incurred for temporary utility services shall be at the sole expense of the Contractor.

END OF SECTION

Section 01600– Product Requirements

Supplementary Conditions

Table of Articles

Article 1 – PENNDOT Standards

ARTICLE 1 – PENNDOT STANDARDS

1.1 The Contract Documents may include reference to PENNDOT 408 specifications. Any such reference shall be understood to be referring to the Commonwealth of Pennsylvania, Department of Transportation SPECIFICATIONS, Publication 408, as it may exist on the PENNDOT website (www..dot.state.pa.us) as of the date specified in the Advertisement for availability of the Bid Documents for the Contract, unless specifically stated otherwise in the Contract Documents.

1.2 Unless the Contract Documents indicate otherwise, the Contractor shall interpret the following terms in PENNDOT 408 with supplements as follows:

A. "Commonwealth" means Authority, unless it denotes authorship of a publication or publications.

B. "The Department" or its "employees" means Authority or its employees.

C. With the exception of Sections 106.03(b)3, 108.05(c) 3.a, 3.b, 3.c or 4; 110.10; and 106.03(a)3, "Sections 100 through 112 of PENNDOT 408" mean the related part(s) and requirement(s), of/in the Contract Documents only. Otherwise, provisions or requirements in Sections 100 through 112 do not apply to the Contract.

D. "Inspector" or "District Executive" mean Engineer.

E. "Deputy Secretary of Highway Administration, Secretary, Central Office, Chief Bridge Engineer, Chief Engineer, Highway Administration "MTD", Structural Materials Engineer, Structural Steel Engineers, Structural Materials Section, Chief Council, the General Council or the Attorney General, Office of Inspector General, State Treasurer, Director, Bureau of Construction and Materials, District Materials Engineer, and District Traffic Engineer" mean Authority.

F. "Quality Control Plan" or "Quality Control Program" means Quality Assurance Program.

1.3 Preface the word "Form" e.g. Form CS-4171, the word "Standard", and the word "Bulletin" where they appear in the PENNDOT 408 by the abbreviation: "PENNDOT" unless specified otherwise.

1.4 The following revisions to PENNDOT 408 shall apply to the Contract Documents:

A. PENNDOT 110.10(b). 3rd bullet: Replace "acceptance" with "quality control."

B. PENNDOT 110.10(b), 7th bullet: Revise the phrases "Bid Items" and "Component Item Schedule" to read "Unit Price Schedule" and "Cost Breakdown for Lump Sum Contract Items", respectively.

C. PENNDOT 110.10(c), Replace the word "acceptance" with "quality control".

D. PENNDOT 110.10(c).1, 1st sentence: Delete the words ", and the 28 days Quality Control Test result is greater than or equal to F^1(c)."

E. PENNDOT 110.10(d), 4th paragraph, 2nd sentence: Replace "will" with "shall".

F. PENNDOT 110.10(d), 5th paragraph: Revise to read as follows:

"Prepare cores for testing per PTM No. 606 and conduct compressive strength test per PTM No. 604."

END OF SECTION

Section 01700– Execution Requirements

Table of Articles

Article 1 – Contract Documents

Article 2 – Project Record Documents

Article 3 – Layout of the Work

Article 4 – Inspection, Acceptance of Final Inspection and Clean-Up

Article 5 – Demobilization

Article 6 – Acceptance Certificate

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 After award and execution of the Contract, Authority will furnish the Contractor, for its use, the following:

A. One original copy of the executed Contract Forms; and

B. One (1) electronic or hard copy set of the Contract Documents.

1.2 The Contractor shall maintain one set of the Contract Documents at the Worksite during the performance of the Work.

ARTICLE 2 – PROJECT RECORD DOCUMENTS

2.1 The Contractor shall maintain, and update on a weekly basis, the Project Record Documents throughout the course of the Work. The Contractor shall timely make updates on the appropriate document(s) to show:

A. Changes made during the performance of the Work, including updates to the as-built drawings as the Work progresses;

B. Any details not shown on the Contract Documents but incorporated into the Work;

C. Existing features which differ from the information shown on the Contract Documents;

D. Actual items installed, including manufacturer's name and type of item installed;

E. Measured distances to utilities and other underground appurtenances;

F. Changes in dimensions and details; and

G. Any other details not shown in the Contract Documents but necessary to complete the Work.

2.2 Each of the Project Record Documents shall be clearly marked "Project Record Copy", shall be maintained in good condition, and shall be available at all times for inspection by the Engineer or Authority.

2.3 The Contractor shall meet with the Engineer periodically, at times as designated by the Engineer, for the purpose of verifying the correctness of the record information and the manner in which it is recorded.

2.4 The Contractor shall not permanently conceal or cover over any work until the required information on that work has been collected by the Contractor for incorporation on the Project Record Documents.

2.5 The Project Record Documents shall include one (1) full size set of black line prints of the Contract Drawings, Shop Drawings, Working Drawings and Standard Drawings annotated in red ink to show the information and data required in Article 2.1 above.

2.6 All non-drawing Project Record Documents shall be presented in a 3 ring binder format for 8 ½ inch by 11 inch and 11 inch by 17 inch foldout materials. The binder containing such materials shall be labeled Non-

Drawing Record Documents and organized in Construction Specification Institute (CSI) format with tabbed divisions.

A. Contractor shall furnish hard copy reproducible “as-built” drawings.

B. Contractor shall furnish on CD: Microstation (dgn) or AutoCAD (dwg) format files of the “as-built” drawings prepared by Computer Aided Design Methods. Contractor shall also furnish raster files of the “as-built” drawings in TIF or PDF format. The raster files should be scanned from the original size drawings at a minimum resolution of 200 dpi. All CD’s shall be forwarded to: Project Manager – J. Murphy

2.7 The Project Record Documents shall be submitted to the Engineer, in a satisfactory condition, within thirty (30) days after Final Inspection. The Engineer will notify the Contractor, in writing, of approval of the Project Record Documents. If the documents furnished are not in a satisfactory condition, as determined by the Engineer, the submittal will be rejected and returned to the Contractor for any required corrective action. The Contractor shall resubmit properly prepared Project Record Documents at the Contractor’s sole expense.

ARTICLE 3 – LAYOUT OF THE WORK

3.1 The primary control lines, monuments and benchmarks necessary to establish the lines and grades required for the Work are identified in the Contract Documents. The Contractor shall protect and preserve such primary control lines, monuments and benchworks.

3.2 The Contractor shall lay out the Work utilizing the established primary control lines, monuments and benchmarks and shall be responsible for all other measurements. In the event such primary control lines, monuments, or benchmarks are destroyed or damaged by reason of the Contractor or its Subcontractor’s operations or any other event at the Worksite, they will be re-established by the Engineer at the Contractor’s expense. The Contractor shall temporarily suspend work at the specific locations required to permit the Engineer to replace or restore primary control lines, monuments and benchworks. The Contractor shall not be entitled to any additional compensation or adjustment in the Time of Completion for such suspensions.

3.3 The Contractor shall provide competent engineering services under the direction of a professional engineer or surveyor registered in the Commonwealth of Pennsylvania to lay out the Work and verify its accuracy throughout construction.

3.4 The Contractor shall verify the figures and dimensions shown in the Contract Documents, Shop Drawings, data and any other related material not less than fifteen (15) days before the start of related portions of the Work. If a discrepancy is noted between the figures shown in the Contract Documents, any other identified material, and the Contractor's own

verification, the discrepancy shall be promptly brought to the attention of the Engineer in accordance with Section 00700, Article 2.

3.5 The Contractor shall verify with all utility companies and providers the exact location of all utility facilities and lines within the Worksite and shall clearly identify and properly protect such facilities at Contractor's sole expense.

ARTICLE 4 – INSPECTION, ACCEPTANCE OF FINAL INSPECTION AND CLEAN-UP

4.1 When the Contractor determines that the Project is complete, it shall notify the Engineer accordingly in writing and request that the Engineer schedule a Pre-Final Inspection with the Engineer, Authority and other required attendees such as municipalities, railroads, utilities or other agencies. During the Pre-Final Inspection, the Engineer will compile a punchlist of work or conditions to be completed or corrected by the Contractor and will provide the punchlist to the Contractor. When the Contractor determines that the punchlist work is completed, it shall notify the Engineer accordingly in writing. A verification that punchlist items have been completed and no other work or conditions are identified for completion or correction will be performed by the Engineer. After the verification of the completion of the punchlist by the Engineer, the Engineer will schedule a Final Inspection with the Contractor, the Engineer, Authority, and any other required attendees.

4.2 Prior to Final Inspection, the Contractor shall remove all construction equipment and surplus materials from the Worksite and shall leave the Worksite in a broom-clean condition.

4.3 When, in the judgment of the Engineer, all of the Work has been completed in compliance with the Contract Documents, with the exception of the contractual administrative demobilization work set forth in Article 5 of this Section, the Engineer will recommend to Authority that the Final Inspection be accepted. Upon approval of the Engineer's recommendation, Authority will issue a Certificate of Acceptance of Final Inspection to the Contractor.

ARTICLE 5 – DEMOBILIZATION

5.1 The following list of items collectively constitute the contractual administrative demobilization work:

A. General release;

B. Surety concurrence in final payment (both labor and material);

C. Release of all claims and liens against Authority, the Engineer, PennDOT, and adjacent property owners arising from, or related to, in any way, the Contract and/or the Work;

D. Project Record Documents;

E. Catalogs and brochures;

F. Operations and Maintenance Manuals, including instruction data;

G. Spare parts catalogs and/or lists;

H. Manufacturer's and Supplier's warranties and guarantees;

I. Maintenance Bond;

J. Verified wage rate and unpaid amounts certification/statement for the Contractor and Subcontractors as required by 43 P.S. § 165-10 and any other applicable laws;

K. Resolution of final quantities;

L. Identification of agent to accept service; and

M. Final Pay Estimate

N. Road Maintenance Bond for SR 0088

5.2 Unless explicitly identified otherwise, the Contractor, shall complete and submit to Authority the above listed items within thirty (30) days of the issuance of the Certificate of Acceptance of Final Inspection. Demobilization shall not be considered complete until all of the above items which comprise the contractual administrative demobilization work are completed and prepared to the satisfaction of Authority and timely and properly submitted.

ARTICLE 6 – ACCEPTANCE CERTIFICATE

6.1 Upon approval of a final pay estimate, pursuant to Section 01200, Article 5, and after satisfactory completion of all of the contractual administrative demobilization work, pursuant to Section 01700, Article 5, Authority will issue an Acceptance Certificate. The Acceptance Certificate shall certify that all work on the Contract has been completed as of the date of the Acceptance Certificate, subject to any guaranty or warranty, expressed or implied, provided by the Contractor or pursuant to the Contract Documents. The issuance by Authority of the Acceptance Certificate shall not be construed to be acceptance by Authority of any defective work, improper materials or work not otherwise in conformance with Contract Documents. Authority will transmit copies of the Acceptance Certificate to the Contractor, Surety and other appropriate parties.

END OF SECTION