#### **PROJECT BID MANUAL**

FOR

## SCHUÝLKILL BANKS BULKHEAD RESTORATION PROJECT

#### PHILADELPHIA, PENNSYLVANIA

SCHUYLKILL RIVER DEVELOPMENT CORPORATION (SRDC)



SRDC PROJECT NO: SBBRP – 002 CFA CONTRACT NO: C000070002

#### SRDC

2401 Walnut Street, Suite 603 Philadelphia, PA – 19103



October 29, 2019

#### ANCHOR CONSULTANTS, LLC

1224 Baltimore Pike, Suite 205 Chadds Ford, PA - 19317

ANCHOR PROJECT: 19-74-J068

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#### INSTRUCTIONS TO BIDDERS

Schuylkill River Development Corporation (SRDC) is accepting lump sum bids for the **Schuylkill Banks Bulkhead Restoration Project (Project)**. Your company is invited to submit a Lump Sum Bid for this Project. No Pre-Bid Conference is planned for this project however, bidders are strongly encouraged to visit the site at low tide. Bidders may submit request for information (RFI) and coordinate with the Owner during the bid phase. Following is some relevant information related to this Bid:

1.	Project Location:	Schuylkill Banks Bulkhead between Spruce Street and JFK Blvd., along The East Bank of Schuylkill River, Philadelphia, PA
2.	Pre-Bid Conference:	None.
3.	SRDC Contact:	Joseph Syrnick President & CEO 2401 Walnut Street, Suite 603 Philadelphia, PA 19103 <b>Phone:</b> 215 309 5523; xtn: 102 <b>Email:</b> <u>Joseph.Syrnick@srdc.net</u>
4.	Last Date of Bid Query:	Friday, November 8, 2019 (4:00 PM, EST)
5.	Bid Queries Submitted (via Email Only) To:	Joseph Syrnick Email: <u>Joseph.Syrnick@srdc.net</u>
6.	Bid Due Date:	Tuesday, November 12, 2019 (4:00 PM, EST)
7.	Bid Submitted (Mail, Hand Deliver, via Email) To:	Lucy McDonald Email: <u>Lucy.McDonald@srdc.net</u>

#### **GENERAL INSTRUCTIONS:**

• **Pre-Bid Site Visit.** Contractors are advised and strongly encouraged to visit the project site before submitting bid for this project to review and assess the project scope, site conditions and limitations. It is recommended that the site visit be conducted at low tide. SRDC will be pleased to escort bidders on this site visit and answer any questions about the Project. To make arrangements for site visits, call Joseph Syrnick at 215.309.5523, Extension 102.

- **Bid Inquiries, Submission & Opening.** Any inquiries related to this bid shall be submitted in writing via email. Responses to all bid inquiries will be emailed to all bidders. It is the responsibility of bidders to provide their contact information to SRDC via email. SRDC will use this contact information to issue any addenda and responses to bid inquiries.
- **Bid Format.** The bid format will be based on **Unit Prices** with a specified Total Lump Sum Bid amount. The Total Lump Sum Bid Amount is intended to cover all elements of the project, including the Contractor's Project Management and Supervision. The Bid Form and Schedule of Quantities Sheets provided are to be completed by the bidders and submitted as part of the Bid submission in written form.
- **Bid Submission.** Bids may be submitted at SRDC office, 2401 Walnut Street, Suite 603, Philadelphia, PA 19103 as a hard copy (mailed or hand-delivered) or via email to Lucy.McDonald@srdc.net. It is the contractor's responsibility to assure delivery of the proper documents to SRDC by the prescribed deadline (4.00 PM, EST, on November 12, 2019).
- **Bid Evaluation.** SRDC will evaluate the received bids and award the Contract to the lowest responsive and responsible bidder. SRDC reserves the right to reject any and all bids.
- **Bid Opening.** There will be no public bid opening.
- Acceptance/Rejection of Bids. SRDC reserves the right to accept or reject all bids. It is SRDC's intention to award a complete Project if the bid amounts fit within the Project Budget.
- Addendums. SRDC reserves the right to issue Addenda to the Contract Documents at any point during the bidding or construction periods to clarify, revise, or supersede information in the Specifications, Drawings, and or previously issued Addenda. Portions of the Addenda affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.

#### END OF SECTION

#### **BID FORM**

Schuylkill Banks Bulkhead Restoration Project at Schuylkill Banks Philadelphia, PA

, 2019

Mr. Joseph R. Syrnick, PE, PLS President & CEO Schuylkill River Development Corporation 2401 Walnut Street, Suite 603 Philadelphia, PA 19103

Dear Mr. Syrnick:

\_\_\_\_\_, having familiarized himself/herself/themselves/ The undersigned, \_\_\_\_\_ itself with the local site conditions affecting the cost of the work and with the Contract Documents, including Bid Form, General Terms & Conditions, Schedule of Quantities, Scope of Work, and Drawings, etc., hereby proposes to perform everything required to be performed and to provide and furnish all labor, material, tools, equipment and all incidental and related work, complete, in accordance with all Contract Documents in a workmanlike manner, all of the work required to be performed under the above named contract, on or before the date specified in the Schedule submitted with the bid, for the following lump sum price:

BASE BID: Schuylkill Banks Bulkhead Restoration Project

\$

Lump Sum Price in Words

Lump Sum Price in Figures

NOTE: Schuylkill River Development Corporation (SRDC) n has attached a Schedule of Quantities and Total Bid Form. The Bidder must fully complete this form and submit it along with the Bid Form. These figures will be used as a basis for negotiation of additions or deletions of work.

#### PERFORMANCE OF WORK BY CONTRACTOR

I, the undersigned Contractor, shall perform, on the site and with my own organization, at least 60 percent of the total amount of work to be performed under this contract.

I shall perform the following work:

Percentages of work to be performed by my organization \_\_\_\_\_\_%

Estimate cost of work to be performed by my organization \$

It is understood that the right is reserved by **Schuylkill River Development Corporation** to reject any or all bids and to waive any informalities in the bids.

The undersigned will enter into and execute a contract based upon this proposal, without delay, upon notice of award of contract, and will not withdraw this bid.

If bid is by an individual or a partnership, form must be dated and signed here:

This \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019

Signature of Owner or Partner

Business Name of Bidder

Type or Print Name and Title

Address, Including Zip Code

Telephone Number

If bid is by a corporation, form must be dated and signed here by (a) President or Vice President, and, (b) Secretary, Assistant Secretary, Treasurer, and (c) a corporate seal affixed. If this form is not so signed, a duly certified corporate resolution authorizing form of execution used must be attached to bid.

CORPORATE SEAL

This \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019

Corporate or Business Name of Bidder

Address Including Zip Code

Signature of President or Vice President

Signature of Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer

Type or Print Name and Title

Type or Print Name and Title

Telephone Number

## **SCHEDULE OF QUANTITIES**

#### SCHEDULE OF QUANTITIES BASE BID

Item	Approximate Quantity and	Description of Item & Written Unit	Material		Labor		Equipment		Unit Price		Total Price	
No.	Units	Prices Bid	Dollars	Ct	Dollars	Ct	Dollars	Ct	Dollars	Ct	Dollars	Ct
1	1 Each	Administration; co-ordination; project management; procure all material; mobilize; demobilize; site moving; site clean up; install safety measures; maintain access to the trail during construction; protect/relocate exsting structures & features; reinstall relocated items at original location after construction; make Submittals for the Engineer to review; develop with Owner and complete punchlist items, submit As-Built Drawings at										
		Each	\$		\$		\$		\$		\$	
2	1 Each	Repair sinkhole at the South end of North SSP Bulkhead, as specified in the Contract Document.										
		Each	\$		\$		\$		\$		\$	
	-	Total of Items 1 and 2:	\$		\$		\$		\$		\$	

#### NOTES:

1. The Total Cost of Items 1 and 2 Shall Equal the Lump Sum Price of the Base Bid.

2. These prices shall be used for additions and/or deletions in the scope of work.

3. Prices shall include labor, material, equipment, taxes, and all other services and expenses incidental to the Work.

4. Out of scope items shall be paid based on a Time & Material basis.

#### SCHEDULE OF QUANTITIES UNIT PRICES

Item	Approximate	Description of Item & Written Unit Prices	Material		Labor		Equipment		Unit Price		Total Price	
No.	Quantity and Units	Bid	Dollars	Ct	Dollars	Ct	Dollars	Ct	Dollars	Ct	Dollars	Ct
A	1 Each	Daily rate including all labor, equipment, taxes, and all other services and expenses incidental to the Work. at Each										
В	1 Each	Hourly rate including all labor, equipment, taxes, and all other services and expenses incidental to the Work. at Each			\$		\$		\$		\$	

**NOTES:** 1. These prices may be used for delays due to Owner's actions or for additional items requested by the Owner.



## <u>GENERAL TERMS &</u> <u>CONDITIONS</u>



#### **GENERAL TERMS & CONDITIONS**

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#### 1.01 **DEFINITIONS**

- A) The term "Work" shall include all construction work and other services and expenses incidental to executing the construction work specified in Contract Documents in a workman like manner.
- B) The term "Contract Documents" consist of the Purchase Order Contract, Bid Proposal, Project Bid Manual, and Bid Drawings and Specifications, including all modifications thereof incorporated in the Documents before their execution. These form the Contract.
- C) The term "Owner" shall mean the Schuylkill River Development Corporation (SRDC).
- D) The term "Contractor" shall mean person, firm or corporation named in the Agreement who will execute the construction work.
- E) The term "Subcontractor" includes only those having a direct contract with the Contractor and it includes one who furnishes materials worked to a special design according to the Drawings or Specifications for this work but does not include one who merely furnishes material not so worked.
- F) The law of the place of building shall govern the construction of this Contract.

#### 1.02 INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract Price the cost of all labor and materials, scaffolds, rigging, water, fuel, tools, plant equipment, light, transportation, and all other services and expense as may be necessary for and properly incidental to the proper execution and completion of the work unless distinctly specified otherwise.

The intent of this Contract Documents is that the work to be done by the Contractor under this contract shall be neat, finished, full, and complete in every detail and ready for use and operation for the purpose for which it is intended, and the Contractor shall furnish all labor, tools, implement, materials, machinery and equipment necessary to so complete the project for his lump sum price, unless specifically stated as being furnished by the Owner.

All incidental, minor and miscellaneous items, cutting, fitting, patching work, and materials not specified or shown which are necessary to complete the work in the Contract, and which the Owner shall judge to be so included, shall be done and furnished by the Contractor without extra charge.

Bidders should thoroughly familiarize themselves with this intent before submitting proposals, and any failure to do so will not relieve them from furnishing all labor and material required to complete the Contract without additional cost to the Owner.

All work is to be performed to the approval of the Owner or their designated representatives, and no partial or final payments will be made without such approval.



#### 1.03 PROJECT SCHEDULE

This Project is to be completed on an expedited schedule and is dictated by the weather. Schedule of completing the Work will be a major factor in evaluating bids. Contract award is expected to occur within a week following the Bid Submission, with a Notice to Proceed issued within a week following Contract award. All work on this project is to be completed by **December 30, 2019**. This includes the time for procurement of materials and equipment. The Contractor must be committed and be able to meet the specified schedule. Should a bidder find this schedule too demanding, SRDC discourages such bidder from submitting a bid. Along with their bid, the bidders shall submit a Work Schedule showing the planned duration and progress of construction activities at each repair location.

#### 1.04 PERFORMANCE OF WORK

The Prime Contractor is required to perform at least 60% of the work with his/her own forces.

#### 1.05 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under the Contract until he has obtained all insurance required by the Contract Documents and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. <u>Unless otherwise provided in the Contract Documents</u>, the Contractor shall provide insurance as follows:

A)	Comprehensive/Commercial General Liability And Property Damage Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
B)	Automobile Liability Insurance	\$1,000,000 per occurrence
C)	Workman's Compensation Insurance & USL&H	Statutory Limits
D)	Pollution Liability Coverage	\$1,000,000
E)	Maritime Employers Liability (Jones Act)	\$1,000,000

#### Insurance Notes:

- Liability coverage must be on an "Occurrence Basis" and not a "Claim Made Basis".
- The project location must be indicated on the certificate of Insurance.
- Cancellation period must state "30 days' prior written notice will be given to certificate holder prior to cancellation, non-renewal or reduction below the limits indicated."
- The issuing agent must sign the certificate.
- The Schuylkill River Development Corporation, the Commonwealth Finance Authority, the Commonwealth of Pennsylvania, city of Philadelphia and Anchor Consultants, LLC must eb named as additional insureds.



 A copy of the certificate of insurance must be provided to the Schuylkill River Development Corporation, 2401 Walnut Street, Suite 603, Philadelphia, PA – 9103 prior to starting work. It does not need to be provided with the bid.

#### 1.06 ASSUMPTION OF RISK

The Contractor represents that he has had an opportunity to examine and <u>has</u> carefully examined all the Specifications, Drawings, and Directions in connection with the work; that he has fully acquainted himself with the actual elevations, visible obstructions or known obstructions above and below the surface, access restrictions, and all other conditions relevant to the Work, the site of the Work, and its surroundings; and is fully aware of any variances between the actual conditions relevant to the Work and the same as shown or represented in said Drawings and Directions, as far as such variances can be determined by an inspection of the site; that he has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the Work, and that anything in any of said Documents or in any representations, statements or information made or furnished by the Owner notwithstanding, the Contractor will, regardless of any such conditions relevant to the Work, the site of the Work by Owner, and conditions at the site that cannot reasonably be determined, in connection with which the Contractor will be paid as provided in the Article regarding changes) and assume full and complete responsibility therefore and risk in connection therewith. In addition thereto, the Contractor represents that he has special qualifications for doing the Work and will complete said Work to the complete satisfaction of the Owner.

#### 1.07 INDEMNIFICATION

The Contractor shall hold the Commonwealth of Pennsylvania (Commonwealth), the City of Philadelphia (City), the Schuylkill River Development Corporation (SRDC), the Commonwealth Finance Authority (CFA) and Anchor Consultants, LLC (Anchor) harmless from and indemnify the Commonwealth, City, SRDC, and Anchor against any and all claims, liabilities, demands, and actions based upon or arising out of any activities performed by the Contractor, its employees, agents, assigns, officers, or subcontractors under this Contract and shall defend any and all actions brought against any or all of the above named entities based upon any such claims or demands.

#### 1.08 SUBCONTRACTS

The Contractor shall not sublet or subcontract any work to be performed or any materials to be furnished in the performance of the Contract without the written consent of the Owner. If the Contractor shall sublet or subcontract any part of the Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractor and of the persons directly or indirectly employed by his Subcontractor, as he is for the acts and omissions of persons directly employed by himself.

#### 1.09 OWNER'S RIGHT TO OCCUPY

The Owner reserves the right to occupy any portion of the project before it has been entirely completed, with the distinct understanding that such occupancy shall in no way constitute acceptance of the work in whole or any part thereof, or of any work performed under the Contract.



#### 1.10 OWNER'S RIGHT TO TERMINATE CONTRACT

The Owner may, by written notice, cancel this Contract at any time, and in such event, shall pay the Contractor reimbursable costs incurred up to the date of cancellation, and that part of the fixed price represented by the work done to the time of cancellation, and no other cancellation charges.

#### 1.11 CHANGES IN DRAWINGS AND SPECIFICATIONS

The Owner reserves the right to make any changes in the Drawings and Specifications, should any be found desirable previous to commencing or during the progress of the Work, without in any other respect or particular invalidating the original provision of the Contract.

#### 1.12 DISPUTE RESOLUTION

- a. <u>Negotiations</u>. The parties shall promptly attempt in good faith to resolve by negotiations any dispute or claim arising out of or relating to this Agreement ("Dispute"). If a Dispute should arise between the parties, Senior Executives of each party, empowered to settle the dispute ("Senior Executives"), shall meet or confer by telephone, as they agree, at least once and shall attempt to resolve the matter. Such meeting or teleconference shall take place within ten (10) days of a written request therefore by either Party at a mutually agreed time, and subsequent meetings or teleconferences may be held in an effort to resolve the Dispute.
- b. <u>Mediation</u>. In the event that the Dispute is not settled between the Senior Executives within ten (10) days from the initial meeting or teleconference of the Senior Executives, then if both Parties agree the Dispute may be referred to mediation under the Commercial Mediation Rules of the American Arbitration Association or to some other alternative dispute resolution association acceptable to both Parties, before resorting to legal action. If the Mediation is unsuccessful, the Mediator shall issue a letter to both parties so stating.
- c. <u>Litigation</u>. If, and only if the conditions in subparagraphs (a) and (b) above have been met, and the mediation is held, but is unsuccessful as determined by the Mediator, then in that event either party may pursue any other remedies that may be available to it by law.
- d. <u>Exclusive Procedures</u>. The procedures specified in this Section 4.12 shall be the sole and exclusive procedures for the resolution of Disputes between the parties arising out of or relating to this Agreement; provided that either party shall be entitled to seek injunctive relief in a court of appropriate jurisdiction without resorting to such procedures, subject, however to the ability of the party seeking such relief to demonstrate that they are likely to suffer immediate, substantial and irreparable harm. Each of the parties hereby consents to the service of process by registered mail or overnight courier at its address set forth in this Agreement and agrees that its consent to service of process by such methods are made for the express benefit of the other party.
- e. <u>Parties to Continue Performance</u>. While the procedures set forth above are being followed, the parties shall continue to perform their respective obligations under this Agreement.



#### 1.13 MATERIALS AND WORKMANSHIP

Unless otherwise specifically stipulated in the Specifications, all workmanship shall be of the best quality and all equipment, materials, and articles incorporated in the work under the Contract, shall be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.

Should any dispute arise as to the quality and fitness of workmanship, equipment, materials, or articles, the decisions shall rest strictly with the Owner, and shall be based upon the requirements of this Contract, and what is usual and customary in the execution of other work shall in no way enter into any consideration or decision whatsoever.

The Contractor shall at all times enforce discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. The Owner may require the Contractor to dismiss from the work such employees as either of them deem incompetent, careless or insubordinate.

#### 1.14 PROJECT ADMINISTRATION AND INSPECTION

The Contractor shall provide the services of a competent Superintendent approved by the Owner, from the beginning of the work to the date of final completion of the Contract. The Owner reserves the right to require the substitution of another Superintendent if said Superintendent should, in the judgment of the Owner, prove unsatisfactory.

The Superintendent shall be in charge of the Work at all times and shall be provided with such assistants by the Contractor, as are necessary to properly conduct the individual elements of construction work. The Superintendent shall represent the Contractor and all directions, instructions, or notices given to the Superintendent by the Owner shall be as binding as if given to the Contractor.

SRDC will provide project inspection using its own forces and/or the services of a Construction Manager/Inspector. The Owner's inspection is for the purpose of reviewing that the work is being properly executed and while the Construction Manager/Inspector is instructed to give the Contractor all desired assistance in interpreting the Drawings, Specifications and otherwise, such assistance shall not relieve the Contractor from any responsibility of the Work.

The Owner shall, at all times, have access to the Work wherever it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and for inspection.

The Owner shall have the right to reject materials and workmanship which are defective or not in accordance with the drawings and require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. Where tests or inspection are required by the Owner or their designated representative, all tests shall be performed in accordance with the current standard methods of the American Society for Testing Materials governing the materials tested.



#### 1.15 PROGRESS MEETINGS

It is anticipated that there will be at least one on-site job meeting every two (2) weeks to review up-coming work. The Contractor must have responsible representation at these meetings. If deemed necessary, meetings of the representatives will be held in the office of SRDC, for the purpose of furthering and coordinating the progress of the work, and the issuing of instructions by the Owner. Where representatives fail in attendance or in executing the orders given them, they shall, on request of the Owner be dismissed from the work within twelve hours from the time of such request and other representatives who are satisfactory to the Owner shall be immediately substituted.

#### 1.16 PROJECT SITE ACCESS & PARKING

Contractor may access the Work area via water or via land. Access to the Work area via land is limited due to the location of Work area between Schuylkill River and CSX Railroad tracks. Access via land will be through Schuylkill Trail from Martin Luther King Drive or if absolutely necessary, through the railroad grade crossings at Locust Street and Race Street. The gates at the railroad crossings are locked at all times. Access across railroad crossing will require daily coordination with SRDC and accompaniment of SRDC staff or its designated representative. If access via land is planned, bidder must factor in these restricted access conditions in their bid. No additional compensation shall be made to the Contractor due to delays arising from landside access restrictions.

The Contractor will not be allowed to park employee vehicles on site and will need to make alternate arrangements for the employee parking in the vicinity of the site. No parking of vehicles on the existing trail will be permitted at any time. Worker access will be available on foot via available public access points. Due to limited site access, legitimate and necessary work vehicles may be allowed to be left on site overnight or at other times when work is not in progress. Vehicles left on site will be at Contractor's own risk.

Access to concrete truck may not be available at all repair locations. In addition, the presence of rail tracks may delay access to concrete truck. The bidders must discuss their concreting plans with the Owner during the bid phase to verify feasibility.

#### 1.17 ACCESS TO SCHUYLKILL BANKS TRAIL & GREENWAY

Except when expressly authorized by SRDC, the Contractor must keep the main trail open for trail users during the entire duration of construction work and exercise caution so as to not create unsafe conditions for users. To protect trail users and the worksite, the Contractor shall install temporary fencing, barriers, signs, lighting, etc., as required, at their own cost. The extent of such fencing must be kept to a minimum and be approved by SRDC or their designated representative, prior to installation. Trail protection is considered incidental to this Contract.

#### 1.18 USE OF JOB SITE

The Contractor shall confine his equipment, apparatus, the storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, or directions of the Owner, and shall not unnecessarily encumber the premises with his materials.



#### 1.19 TEMPORARY LIGHT, POWER, WATER, HEAT, AND COMPRESSED AIR

No utilities shall be provided by the Owner. The Contractor shall provide their own utilities including but not limited to temporary lighting, power, water, heat and compressed air. If temporary heat is required, the Contractor shall use portable unit heaters of a non-hazardous nature -- no open or "barrel" type salamanders will be allowed.

#### 1.20 TEMPORARY TOILET FACILITIES

Each Contractor shall make his own arrangements for providing temporary toilet facilities for both his and his Subcontractor's workmen, which are employed on the project.

All such toilet facilities shall meet the requirements of the Health Authorities having jurisdiction, shall be kept clean and in sanitary condition at all times, and shall be removed from the Owner's property when directed.

#### 1.21 DEBRIS REMOVAL

All existing materials which are demolished or otherwise removed in accordance with the drawings and specifications and not relocated in the construction shall become the property of the Contractor and shall be disposed of, off-site by the Contractor, in accordance with all applicable Federal, State and Local Regulations.

#### 1.22 GROUNDING OF PORTABLE ELECTRICAL TOOLS

All electrical tools such as drills, power wrenches, grinders, etc., shall be grounded using a three-wire cable. One wire shall be fastened to the frame of the power tool which shall be equipped with a three-prong plug. One prong will go to ground through the three-pole receptacle.

If only two-wire receptacles are available, then the ground wire must be grounded to conduit, existing steel or other suitable ground with an approved cable clamp. The ground shall be continuous from the tool frame to grounding media used.

Only extension cords in good condition will be permitted on the job.

#### 1.23 MOVING MATERIALS

If it becomes necessary at any time during the execution of the work to move materials or equipment which have been temporarily placed or stored, the Contractor or Subcontractor furnishing said materials shall, when so directed by the Owner, move them or cause them to be moved without additional charge.

#### 1.24 CLEANING

The Contractor shall at all times keep the Owner's premises clean of rubbish generated by the Contractor's operations. At the completion of Work, Contractor shall remove all the rubbish, tools, equipment, temporary work, and surplus materials from the premises and shall leave the Work area clean and ready for use.

#### 1.25 SAFETY RULES

The following rules and regulations will govern Contractor and Contractor's Personnel while on Owner's premises:

- A) All Contractor's vehicles will observe the traffic rules and regulations when operating on the Owner's property.
  - 1) Speed limit 10 MPH except as noted.
  - 2) Watch for pedestrians and bicyclists.
  - 3) Observe all traffic signs.
  - 4) Drive with extreme caution at all times.
- B) Passenger cars, pick-up trucks and trucks are not allowed except those permitted by the Owner.
- C) All Work shall be performed in accordance with applicable safety Codes, Standards and Regulations including OSHA Regulations.
- D) Contractor's personnel will confine themselves to the location in which they are working.
- E) The Contractor will protect the Owner's personnel and public from injury by erecting warning signs, lighting, fence and barricades when and where warranted.
- F) Extension cords, arc welding lines, air and gas hose will be coiled outside of the work area before leaving the job site for the night. Extension cords will be unplugged when not in use. Air and gas cylinders will be shut off and the lines purged before leaving job site.
- G) When flame producing equipment is used, the following minimum precautionary measures will be taken to prevent damage to the Owner's property:

1) SRDC personnel will be advised in advance when flame producing equipment is to be used.

2) Proper size and type extinguishers will be furnished by the Contractor and will be located so as to be readily available in case of emergency.

3) At least one man will be furnished by the Contractor as a fire watch. The only duty of the fire watch will be to stand by while flame producing equipment is being used, and to extinguish sparks and fire.

4) Fire retardant tarps only will be used. Fire retardant cloth will be used to catch sparks when welding and burning.

#### 1.26 PROJECT SITE SECURITY

The Contractor is responsible for securing the work area at the conclusion of each work-day. This is to protect the public from an unsafe construction area and to secure and protect the Contractor's work, equipment and materials. Contractor may elect to furnish continuous watchmen on site. If the Contractor determines that Schuylkill Banks Bulkhead Restoration Project General Terms & Conditions – 9 Schuylkill River Development Corporation



watchmen are required to safeguard the work area and materials, the Contractor shall bear the cost of the watchmen and shall be included in the bid. The Contractor and each subcontractor shall provide protection for their tools, equipment and materials and shall assume all responsibility for same.

#### 1.27 MEASUREMENTS

Before ordering material or performing work, the Contractor shall verify all measurements as may be required for the proper fitting of his work to other adjoining work. He shall be responsible for the correctness of his figures and shall satisfactorily correct, without extra charge to the Owner, any of his work which does not fit, furnishing new work if required for the purpose.

No extra charge will be allowed on account of minor differences between actual dimensions and measurements indicated on the Drawings.

#### 1.28 CUTTING AND FITTING

The Contractor shall do all cutting and fitting of his work and of other work that may be required to make the several parts come together properly and to fit his work to existing conditions as shown on or reasonably implied by the Drawings. He shall properly complete and finish up his work to accommodate existing conditions, as directed by the Owner or their designated representatives.

#### 1.29 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection for all Work from damage and shall protect the Owner's property from damage or loss arising in connection with the Contract. He shall make good any such damage or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State, and Local safety laws and building codes to prevent accident or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public, shall post danger signs warning against the hazards created by such features of construction as protruding nails, holes, scaffolding, pits, excavations, staged material, staged equipment, and falling materials; and he shall designate a responsible member of his organization on the Work whose duty shall be the prevention of accidents.

In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act at his discretion to prevent such threatened loss or injury.

#### 1.30 DAMAGE AND REPAIRING

The Contractor is responsible for any damage to the existing facilities and/or surfaces resulting from his or his sub-contractor's work. The Contractor shall properly repair or remove and replace damaged facilities as Schuylkill Banks Bulkhead Restoration Project General Terms & Conditions - 10 Schuylkill River Development Corporation



directed by the Owner at no cost to the Owner. Existing facilities include, but are not limited to, the Schuylkill Bulkhead Trail, the Schuylkill Banks greenway, existing bulkhead and existing bridge pier structure and their footings.

#### 1.31 CONTRACT PROVISIONS

As this work is covered, in part, by grant funding, there are provisions/requirements that must be adhered to during the course Work. These provisions will become part of the Contract. Copies of these requirements are attached and include the following:

Attachment – A: Provisions for Commonwealth Contracts.

Attachment – B: Nondiscrimination/Sexual Harassment Clause.

Attachment – C: Department of Environmental Protection General Conditions.

Attachment – D: Pennsylvania Prevailing Wage Rates.

For the purposes of these provisions, the term GRANTEE shall be understood to mean CONTRACTOR; the term DEPARTMENT or COMMONWEALTH shall be understood to mean SRDC.

The Contractor shall also comply with the Federal Occupational Safety & Health Act of 1970 (O.S.H.A) and Pennsylvania Act 287, as amended by Act 181 of 2006.

#### 1.32 PAYMENT AND RETAINAGE

The construction Contract will be with SRDC on a Unit Price basis. Refer to the Schedule of Quantities included in the Bid Manual. Invoices based upon work completed by pay item shall be submitted to SRDC once in two (2) weeks. Invoices should use the same format at the Schedule of Quantities sheet, listing the percentage of work that has been completed by pay item, up to the date of invoice. Assuming that the work is proceeding satisfactorily, and invoice is accurate, invoices will be paid within sixty (60) days.

Bidders shall note that 10% of each invoice amount will be held by SRDC as retainage. The retained amount (10% of the Contract total) will be released upon completion and final acceptance of the Contract Work.

#### 1.33 PAYMENTS WITHHELD

Payments otherwise due the Contractor may be withheld by the Owner on account of:

- A) Unsatisfactory progress of the work or defective materials or workmanship which in the judgment of the Owner is sufficiently serious to justify such withholding.
- B) Claims filed or evidence which in the Owner's opinion indicates probable filing of claims.
- C) Failure of the Contractor to make payments promptly to Subcontractor or to make payments for labor or such materials as are purchased by the Contractor.



D) When the Owner is of the opinion that the percentage of payment requested exceeds the percentage of completion.

In the event any payments otherwise due are withheld as a result of any of the foregoing, the Owner will notify the Contractor of the cause or causes for withholding same. If said cause or causes are removed by the Contractor within seven (7) days after receipt of such notice, the Owner will promptly pay the Contractor the amount so withheld. If said cause or causes are not removed by the Contractor within seven (7) days after receipt of such notice, the Owner will promptly pay the Contractor the amount so withheld. If said cause or causes are not removed by the Contractor within seven (7) days after receipt of such notice, the Owner may take whatever action he may deem necessary to remove said cause or causes and charge the cost thereof against any unpaid balance due the Contractor, and in the event the cost thereof exceeds such balance, the Contractor and its sureties shall be liable for such excess.

The Owner shall have the right to withhold from certification any item or portion of Contractor's request for payment which he deems unjustified or excessive and certify the remainder for payment.

#### 1.34 LIENS

The Contractor agrees to deliver the premises free and clear of liens arising on account of any labor performed or materials furnished by or for the Contractor under the Contract.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of the Contract or receipt in full in lieu thereof and, if required in either case, an affidavit that all labor, materials and Subcontract work performed and used on the job has been paid for in full; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

#### 1.35 CONTRACTOR MODIFIED PROCEDURES

#### A. Change Order Procedure

If a change in the design of any portion of the Work or the requirements of the Project Bid Manual is deemed necessary by SRDC, SRDC may order an alteration to, or a change in, the Work covered by the Contract Documents, and the Contractor shall comply with such orders. If such changes increase the cost of the work to the Contractor, SRDC may allow additional compensation. If such changes reduce the cost of the Work to the Contractor, SRDC may deduct the amount of the diminution. No consequential loss or profit due to reduction in the scope of work will be allowed to the Contractor, but the Contractor may be entitled to an extension of time if the condition warrants it. No changes shall be made except upon an approved Change Order Form, signed and executed by the Contractor and SRDC authorizing the change and fixing the method of compensation or deduction. This section specifies administrative and procedural requirements for handling and processing Change Order.

The execution of a change order (increase or decrease) will require a proposal from the Contractor on company letterhead. Such proposal will include a complete description of the change and schedule impact and a complete cost breakdown including such items as Labor, Materials, Equipment, Crew Composition, Sub-contractor costs, and associated Insurance and Bonding costs (if applicable). The



proposal is to be submitted to SRDC Director of Capital Projects. Upon review and approval by SRDC Project Team, a signed Change Order Form will be forwarded to the Contractor for final execution.

#### B. Contractor's Responsibility to Inform

Communications, either verbal or writer, between SRDC or its Designated Representatives and the Contractor, Subcontractors, or other parties involved, during the normal course of administration of the Contract, does not in any way constitute acceptance of a Change Order or direction to modify the Contract unless said communication is in the form of written Change Order or Construction Change Directive as specified herein.

Communication from SRDC or its Designated Representative including, but not limited to the following, does not constitute approval of a Change Order:

- 1. Submittal review including submittals returned with notations and corrections;
- 2. Site observation, conservation and reports;
- 3. Participation in pre-construction, pre-installation, progress or other meeting;
- 4. Clarification sketches or drawings.

It is the responsibility of the Contractor to inform SRDC that any communication has, in the Contractor's opinion, caused reason to modify the Contract. The Contractor shall not undertake work which, in his opinion, requires a Change Order without completing procedures outlined herein.

Work done without completing Change Order procedures is entirely at the Contractor's own risk, even if the Contractor believes that communications from SRDC or its Design Professional contain instructions to do work outside of the Contract scope.

SRDC and its Designated Representative will not willfully instruct work to be done that differs from the Contract except through Change Order procedures contained herein.

#### C. Minor Changes in the Work

Supplemental instruction, not involving an adjustment to the Contract Sum or Contract Time, may be issued in writing by SRDC.

#### D. Force Account

When SRDC and Contractor are not in total agreement on the terms of a Change Order Proposal, SRDC may issue a Construction Change Directive instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. The Construction Change Directive will contain a comple1e description of the change in the Work.

Documentation – Maintain detailed records on a time and material basis of work required by the Construction Change Directive. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

- 1. Contractor's documentation will not, by itself, establish the final cost.
- SRDC reserves the right to determine the value of the change in Work per the requirements of this Section and Section I.11.

#### E. Determination of Cost

For Change Orders or Force Account, the Contractor shall be limited to the following mark-ups for material, labor, and equipment:

- Materials maximum of 10% of actual material cost
- Labor maximum of 20% of actual labor cost and benefits
- Equipment maximum of 3% of actual equipment costs
- Administrative cost for work by Prime Contractor no mark-up
- Administrative cost of work by Sub-contractors max. of 8% of change order

Note: Contractors are advised that these mark-ups may be different from allowances permitted by other contracting agencies.

#### 1.36 CLOSEOUT PROCEDURES

When the Work is considered complete and ready for final inspection. SRDC will make a final inspection and note any deficiencies. Contractor shall take immediate steps to remedy the stated deficiencies and notify SRDC when all work is completed. Once SRDC agrees that the project is 100% complete, the Contractor shall submit Underwriter's Certificate, As-Built Drawings, and Warranties, etc. SRDC will process final payment once SRDC is satisfied with final submissions, as described in Sections 1.32 and 1.33.

#### 1.37 CODES, STANDARDS AND REGULATIONS

The Contractor is responsible for adhering to all applicable Codes, Standards and Regulations related to the Work under this Contract. It is not the intent of the Contract Documents to conflict with any Codes, Standards and Regulation. Report any conflicts to the Design Engineer for clarifications.

Standards: The following Standards and policies cover this Contract:

- For products or workmanship specified by association, trade or Federal Standards, comply with the requirements of the Standard, except when more rigid requirements are specified or are required by applicable Codes or intended use.
- The referenced Standards shall have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such Standards are made a part of the Contract Documents by reference.
- In the absence of specific instructions in the specifications, materials, products, equipment, and their installation shall conform to the applicable Codes, Standards and Regulations specified herein.
- The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or interference otherwise in any referenced document.
- Dates of Codes, standards and Regulations specified shall eb the latest date prior to the date of issue of this Project Bid Manual, except where prior to the date of issue of thei Project Bid Manual modified or otherwise directed by the applicable Codes and their supplements and amendments adopted by the Code authorities having jurisdiction.
- Each entity engaged in construction of the Project shall be familiar with industry Standards applicable to its construction activity. If unfamiliar, obtain copies and review with all workers. Obtain copies of



Standards when required by individual specification sections. Maintain copy at jobs site until Substantial Completion.

#### 1.38 PROJECT SUBMITTALS

The Contractor must provide an electronic copy of each Submittal to SRDC and its designated representative. It is the Contractor's responsibility to make timely Submittals. The Contractor shall not initiate a construction activity prior to receiving ALL Submittals related to the construction activity, reviewed by the Owner's Design Engineer, indicating an authorization to proceed with the construction activity. Any construction activity performed without this authorization shall be at Contractor's risk and cost. Delays arising due to the failure in making timely Submittals shall be at Contractor's cost. The Contractor shall not be compensated for construction activities performed without the authorization of the Engineer.

#### 1.39 GUARANTEE

The Contractor shall furnish written guarantee of all the Work to be performed under this Contract against defects in materials or workmanship for a period of one (1) year from date of final acceptance of the completed Work by the Owner. Contractor shall, within a reasonable time after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during said one (1) year period and any damage to other work caused by such defects or the repairing of same, at his own expense and without cost to the Owner.

#### 1.40 SCHEDULE DELAYS

Should the original schedule or intended time of completion be subject to delay for any reason within Contractor's control, such delay shall not be construed as cause for claim for additional compensation to the Contractor for additional supervision, overhead, equipment rental, winter heating, etc.

#### END OF SECTION

## **SCOPE OF WORK**



#### **SECTION 01000**

#### **SCOPE OF WORK**

#### PART 1: GENERAL INFORMATION & REQUIREMENTS

1.1 Schuylkill Banks Bulkhead (Bulkhead) is located along the eastern shore of the Schuylkill River in Philadelphia, Pennsylvania. See Figure 1 for the location of Bulkhead and nearby landmarks. A public walking trail is located along the Bulkhead. The trail is maintained by Schuylkill River Development Corporation (SRDC or Owner). Sinkholes have developed at few locations along this Bulkhead. SRDC is soliciting bids to repair one of these sinkholes (Work). Details of the scope of Work are contained in the Project Drawings and this Project Bid Manual, which together will become a part of the construction contract (Contract) between SRDC and the successful bidder.



Figure 1: Aerial View (Courtesy of Google Earth).

- 1.2 The sinkholes to be repaired under this Contract are located at:
  - South end of the North Steel Sheet Pile (SSP) Bulkhead, approximately 384 linear feet south of the Walnut Street Bridge.
- 1.3 In their bid, the bidders shall identify the required laydown area for each repair location and how the public access to the trail shall be maintained during construction. Equipment and material staging areas, including their dimensions shall be identified. Staging area location, size and other requirements shall be discussed during the bid phase and prior to award.

- 1.4 Load bearing capacity of existing bulkhead is not known. Operating and staging heavy mobile and static equipment within 35 feet of the Bulkhead is not permitted.
- 1.5 Access to concrete truck may not be available at all repair locations. Contractor to coordinate with the Owner during Bid Phase.
- 1.6 Safety of all personnel and property in the Work area, during the entire duration of construction work, is the sole responsibility of the Contractor. Contractor shall take all necessary precautions for the safety of all personnel, property and equipment in the Work area. Provide measures including but not limited to sheeting, shoring, temporary supports, barriers, signs, and lighting, as required.
- 1.7 The Contractor shall coordinate and inform SRDC of their planned construction activities for the next day.
- 1.8 Any exceptions, constructability issues, and/or proposed modifications to the design, detailing and technical specifications shall be clearly stated in the submitted Bid. No requests for modification to the design, detailing and technical specifications of the Bid Document will be accepted after the award of Work. Submission of bid without exceptions or request for modifications to the Bid Document shall imply that the bidder acknowledges that all Work, as specified in the Bid Document, is constructible and shall be performed in strict accordance with Contract Document with no exceptions.
- 1.9 All construction debris, cut-offs, and other refuse generated during the construction shall be disposed of, off site by the Contractor, in accordance with the applicable Federal, State and Local Regulations.
- 1.10 The Contractor shall be solely responsible for coordinating and de-energizing electricity in the work area daily, during construction.
- 1.11 During the bid phase the bidders shall field verify the location of all existing utilities, structures and other elements which may interfere with the execution of construction work. Contractor shall remove/temporarily relocate and support all these interfering elements, as required, unless specified otherwise in the Bid Document. Temporarily relocated elements will be located at their original position after the construction work is complete. Costs associated with these activities shall be included in the base bid. Damage to any existing element due to construction activities shall be repaired by the Contractor at no cost to the Owner. Information regarding the existing utilities can be obtained during the bid phase through site visits and by communicating with the Owner. If the bidder requires the Owner to temporarily relocate any of these existing elements prior to their mobilization, such request shall be clearly stated in the submitted bid.
- 1.12 Along with their bid, the bidders shall provide lump sum daily and hourly rates for the planned construction crew. These rates shall include labor, equipment, taxes and all other expenses incidental to the proper execution of Work. These lump sum standby rates shall apply in case of additional scope items or interruption to Work is caused by the actions of the Owner. The bidders

shall also provide separate hourly billing rates for each labor classification and equipment, planned to be utilized on this Contract.

#### PART 2: SCOPE

The scope of work includes providing labor, material, equipment, and all other incidental services and expenses as may be necessary for the proper execution and completion of Work in a workman like manner, including, but not limited to performing the following tasks.

#### 2.1 General Tasks:

- 2.1.1 Make Submittals for review and acceptance by the Owner's Design Engineer.
- 2.1.2 Mobilize.
- 2.1.3 Coordinate with the Owner to de-energize the electric before initiating work, daily.

2.1.4 Perform repairs as shown on Project Drawings. Note that existing construction and conditions shown on Bid Drawings are approximate and representations only. Shown sketches are based on field observations. Irregularities and uneven construction, as expected in old and deteriorated waterfront structures exist. In addition, debris and other obstructions in the form of timber, miscellaneous steel weldments, etc. may exist in the work area. These elements are not shown on Bid Drawings. Contractor shall accommodate existing construction irregularities and stated obstructions at no additional cost to the Owner.

2.1.5 Contractor may utilize alternate formwork details for poured concrete installation, at their own risk. However, the alternate details must be submitted along with the bid, at least to a conceptual level. No alterations will be allowed after the award of work.

2.1.6 Contractor shall install specified concrete using tremie method.

2.1.7 Electric connection exists at the location of repairs at the Downriver End of North Bulkhead. Contractor shall coordinate and de-energize electricity while working at this location.

2.1.8 Inform Owner of the completion of Work, minimum three (3) working days in advance, to allow them to conduct their own underwater inspection to review the completed work. Any deficiencies found during this inspection will be corrected by the Contractor at their own cost.

2.1.9 Prepare and submit As-Built Drawings.

2.1.10 Cleanup and demobilize.

#### END OF SECTION

## BID DRAWINGS



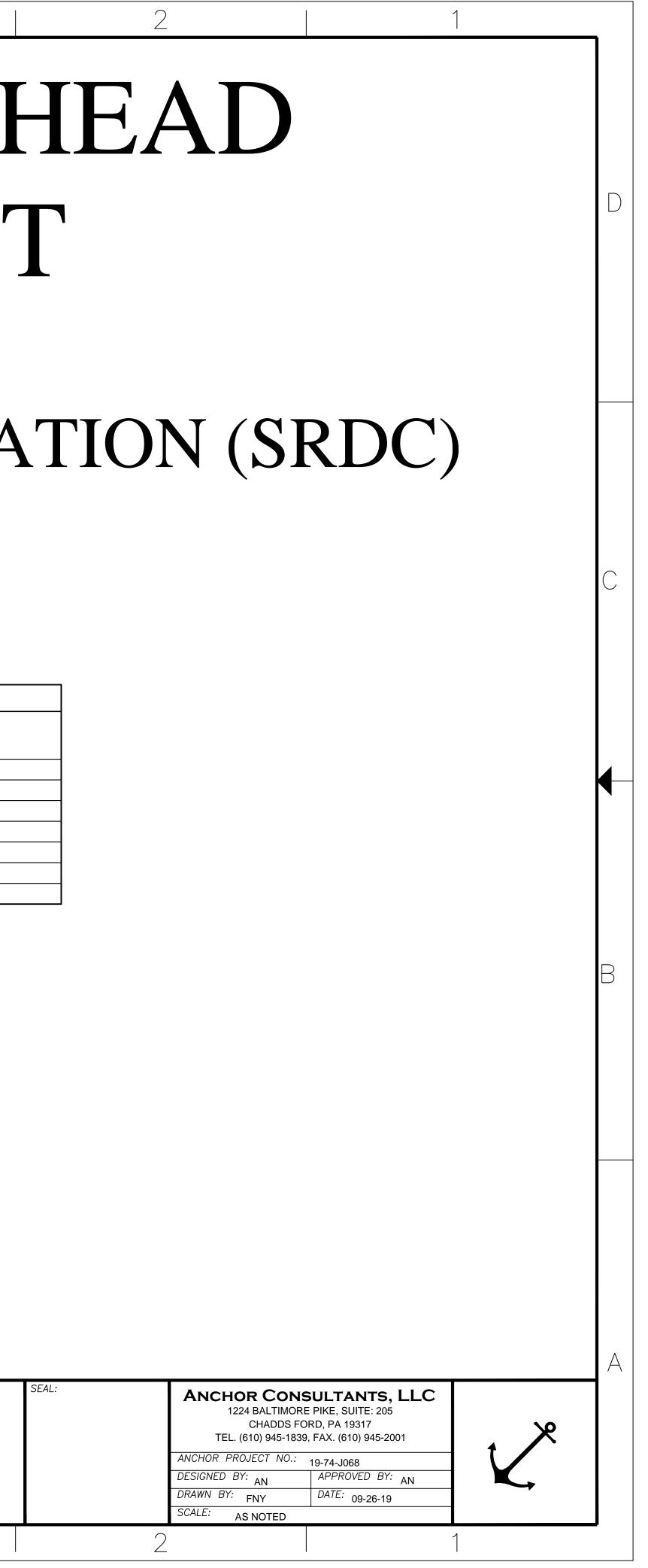
## SCHUYLKILL BANKS BULKHEAD **RESTORATION PROJECT** FOR

# 2401 WALNUT ST., SUITE 603,

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SHEET NUMBER	SHEET TITLE							
CS-1	COVER SHEET							
GN-1	GENERAL NOTES (SHEET 1 OF 2)							
GN-2	GENERAL NOTES (SHEET 2 OF 2)							
GA-1	SCHUYLKILL BANKS BULKHEAD – REPAIR PLAN							
S-1	DOWNRIVER END OF NORTH BULKHEAD – PLAN (@ MUDLINE)							
S-2	DOWNRIVER END OF NORTH BULKHEAD – PLAN (@ SEAWALL)							
S-3	DOWNRIVER END OF NORTH BULKHEAD – SECTION							

SRDC PROJECT NO. : SBBRP-002 **CFA CONTRACT NO.:** C000070002



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CTURAL STEEL AND MISCELLANEOUS PLATES, ETC. SPECIFIED TO BE COATED WITH CTE SHOP COATED W/16-24 MIL DFT OF BITUMASTIC 300M OR ENGINEER APPROVED	DOD = DWG. = DWT =	DEPARTMENT OF DEFENSE DRAWING DEAD WEIGHT TONNAGE	SQ. – SS = STL =	STAINLESS STEEL STEEL	
NT. U.N.O. FIELD TOUCH UP USING CARBOMASTIC 615M OR ENGINEER APPROVED	E = EA. =	EAST EACH	STRUC. = SUPP. =	STRUCTURE SUPPORT	
IECTING HARDWARE SHALL BE HOT DIP GALVANIZED, U.N.O. IN ACCORDANCE WITH SPECIFICATIONS.	EF = EHW =	EACH FACE EXTREME HIGH WATER	SY = T = TBD =	SQUARE YARD SHORT TON TO BE DETERMINED	
	EJ = EL./ELEV. =	EXPANSION JOINT ELEVATION	TEMP. = THD =	TEMPORARY THREADED	
	ELEC. = ETC. = EW =	ELECTRICAL ETCETERA EACH WAY	THK. = THRU =	THICK THROUGH	
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	EXPN. = FDN =	EXPANSION FOUNDATION	T.O.C. = T.O.S. = TYP. =	TOP OF CONCRETE TOP OF STEEL TYPICAL	
	FPS = FRP = FS = FT =	FEET PER SECOND FIBERGLASS REINFORCED PLASTIC FAR SIDE FEET		UNLESS NOTED OTHERWISE ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE	В
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	GUSS = GRTNG =	GUSSET GRATING	W/O = W =	WITH OUT WIDTH/WIDE FLANGE BEAM/WEST	
	H = HAT = HTL =	HEIGHT HIGHEST ASTRONOMICAL TIDE HIGH TIDE LINE	W.P/WP = W.T. =	WORK POINT WALL THICKNESS	
	ID = I/S =	INSIDE DIAMETER INSHORE	WT = © =	WEIGHT CENTER LINE	
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SCHUYLKILL BANKS BULKHEAD RESTORATION PROJECT	DETAIL IS THE PROPERTY OF ANCHOR CONSULTANTS, LLC AN	SEAL:	1224 BALTIMOF CHADDS F	SULTANTS, LLC RE PIKE, SUITE: 205 ORD, PA 19317 9. EAX (610) 945-2001	
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	СС	ONCRETE A	AND REINFO	RCING STE	EL NOTES						
		ALL CONCRET	E WORK SHALL ( EST APPLICABLE	COMPLY WITH TH	E RECOMMEND	ATIONS OF ACI	301 AND				
	2.		TREMIE OR PUMF OR TREMIE CONC		L BE TYPE-II	OR TYPE-I/II. (	JSE ¾"	SHEET WH SECTIO TA			
D	3.	3. TREMIE OR PUMPED CONCRETE COMPRESSIVE STRENGTH SHALL BE 5,000 PSI MINIMUM AT 14 DAYS WHEN CURED UNDERWATER, IN CONDITIONS IDENTICAL TO FIELD CONDITIONS, U.N.O. CONCRETE SHALL BE AIR ENTRAINED AND CONTAIN ACI RECOMMENDED DOSAGE OF SILICA FUME AND ANTI-WASHOUT ADMIXTURE. SUBMIT MIX DESIGN FOR ENGINEER REVIEW, MIN. ONE WEEK PRIOR TO USE.									
	4.	NONMETALLIC DAYS U.N.O.	NON-SHRINK GR	OUT STRENGTH	SHALL BE 5,00	DO PSI MINIMUM	AT 28				
	5.	ACI 304R. TH 2 FT OF NEW AT THE START	RETE MIX. AND F E LOWER END O CONC. USE ACI OF CONCRETING 10VEMENT OF TH	F CONC. HOSE APPROVED WAT G. DURING PLACE	SHALL ALWAYS ER TIGHT SEAL EMENT OF TRE	REMAIN EMBEDI AT THE END C MIE CONC., THE	ED IN MIN. F HOSE				
	6.		RING SHALL BE S AND THE LATE			WITH THE PROJE	СТ				
	7.	CONCRETE IN 306R AND AC	COLD AND HOT I 306.1.	WEATHER SHALL	CONFORM TH	E LATEST EDITIO	N OF ACI				
	8.		STEEL FOR CONC STEEL TO BE WE			•	SO, EXCEPT				
C	9.	TO THE ACI N	, FABRICATION A								
0	10.	STRUCTURES,	CRETE PROTECTIO	N FOR ALL REI	NFORCING SHAI	LL BE 3 INCHES	, U.N.O.				
	11.	11. ALL OPENINGS BETWEEN FORMWORK AND EXIST. ELEMENTS SHALL BE SEALED PRIOR TO PLACEMENT OF TREMIE OR PUMPED CONC.									
	12.	12. UNDERWATER REPAIRS TO CONCRETE SHALL BE PERFORMED IN ACCORDANCE WITH ACI 546.2R – GUIDE TO UNDERWATER REPAIR OF CONCRETE.									
	13.	13. ALL REINFORCING BAR SPLICES SHALL BE CLASS "B" TENSION LAP SPLICES, IN									
	14.	ACCORDANCE WITH ACI 318, CHAPTER 12, U.N.O. 14. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185. WELDED WIRE FABRIC EPOXY COATING SHALL CONFORM TO ASTM A884.									
	15.	STAGGER SPLI	CES IN REBAR, I	N ACCORDANCE			SPLICES				
		AND DEVELOP	MENT LENGTHS S	MALL DE IN ACT	CORDANCE WIT	H ACI JIO.					
				REBAR TABLE							
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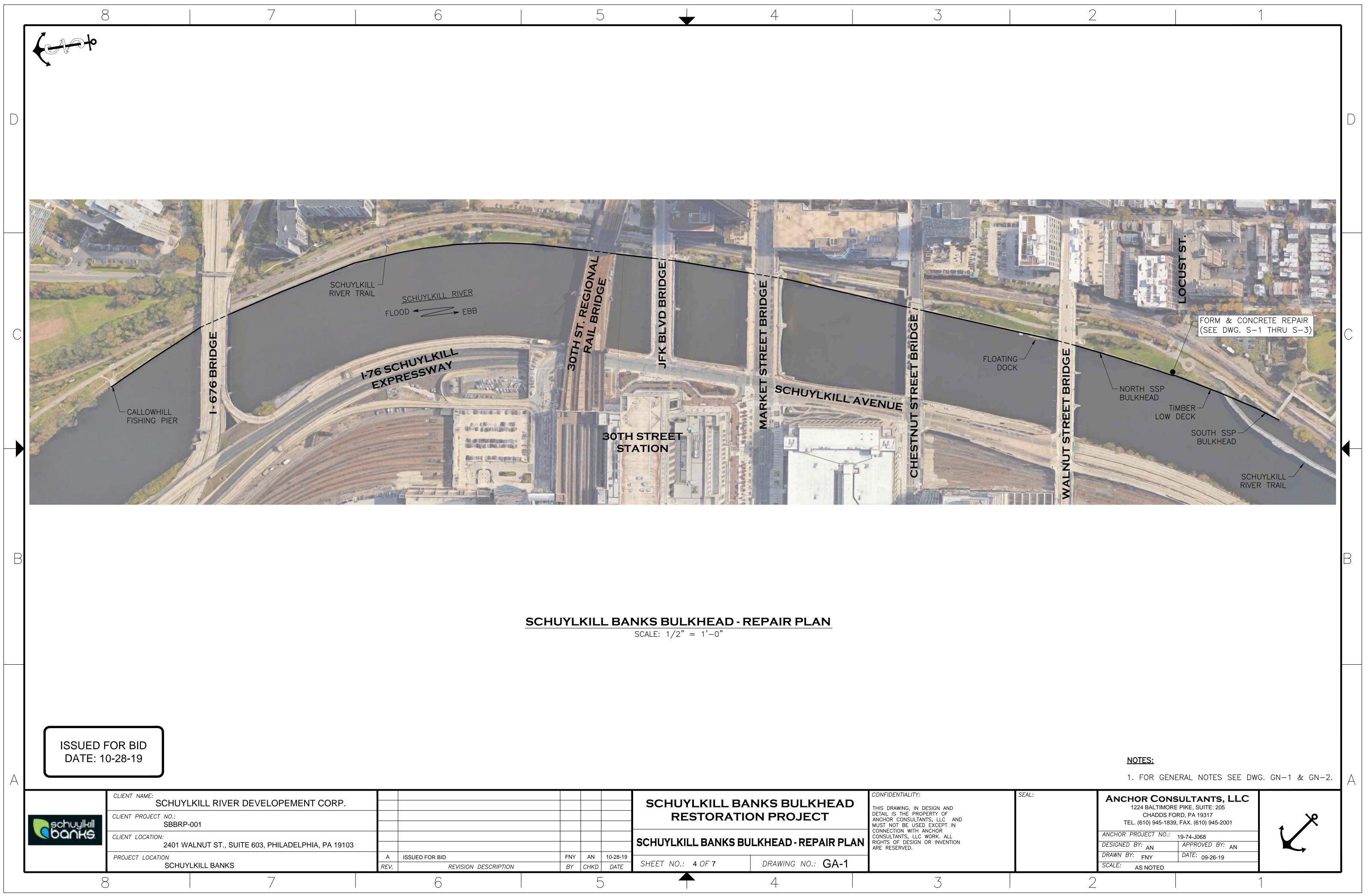
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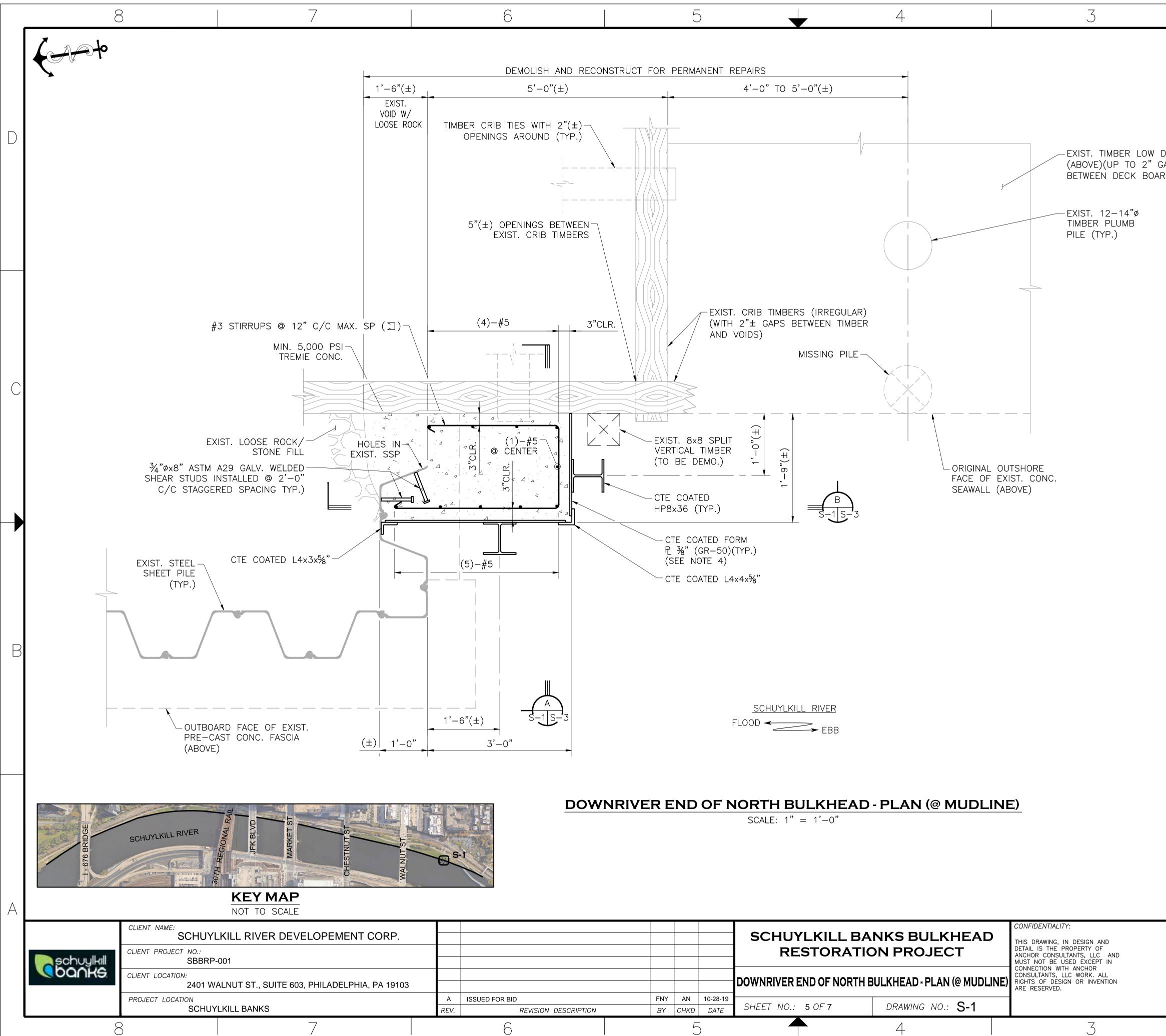
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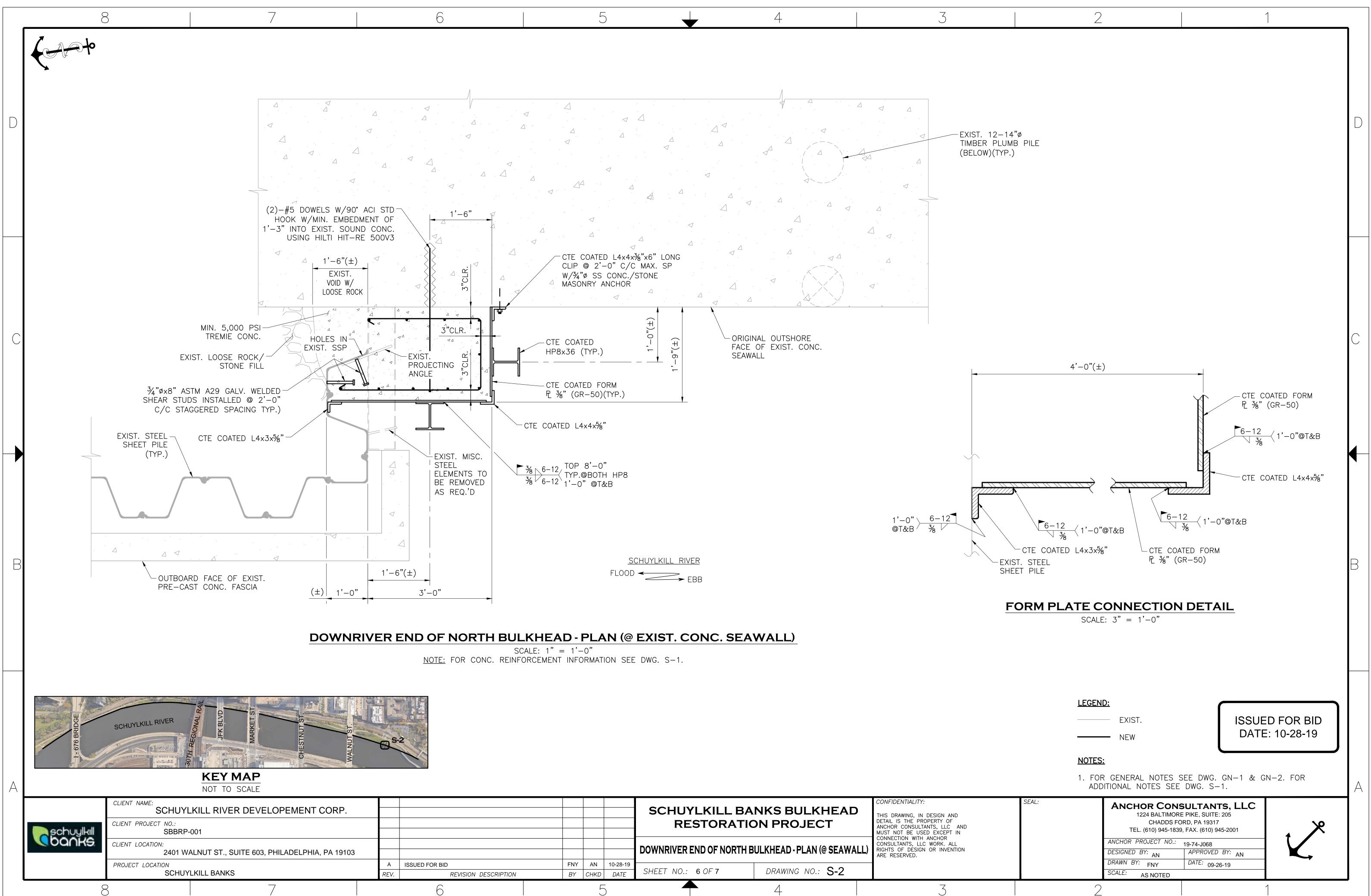


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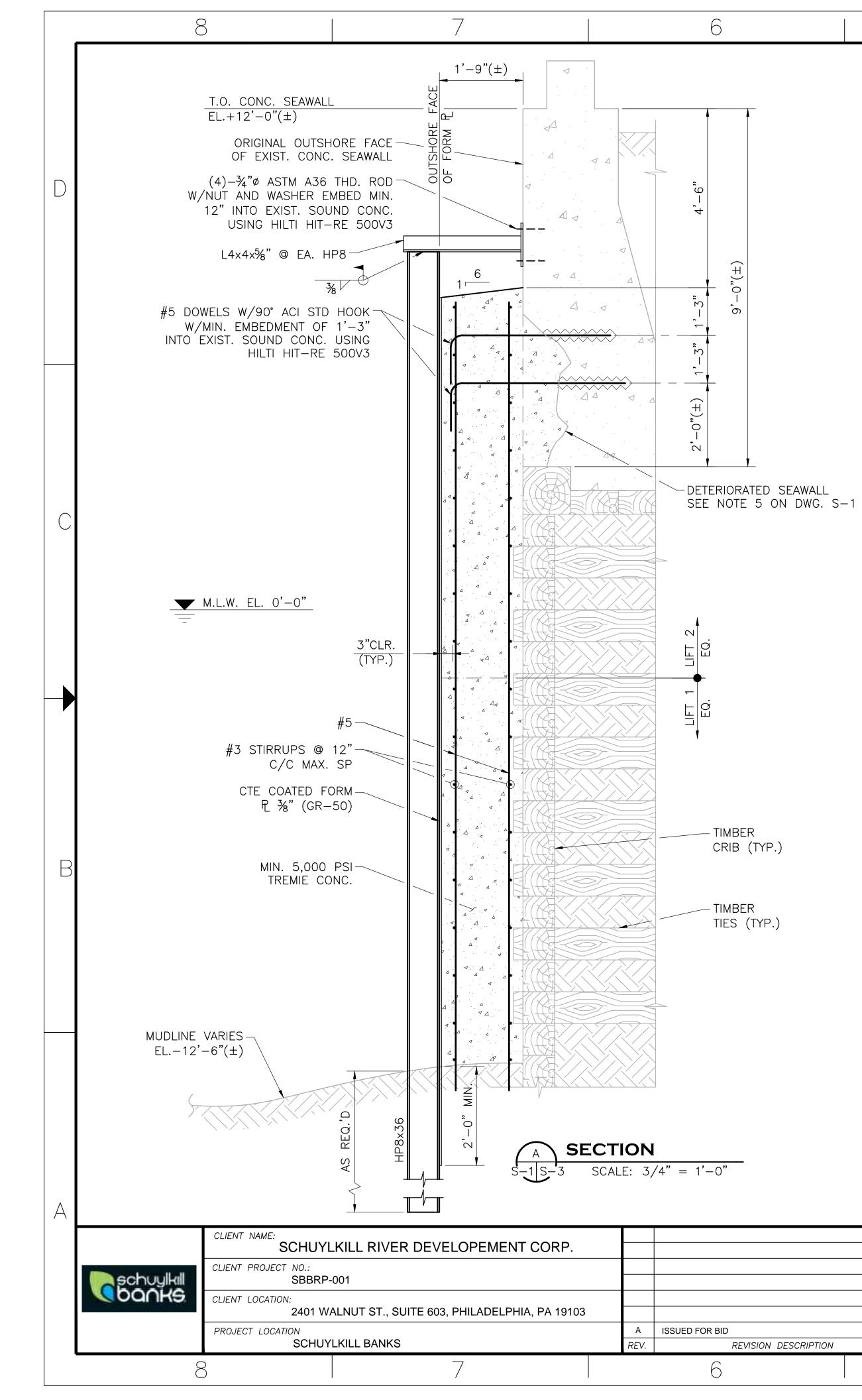


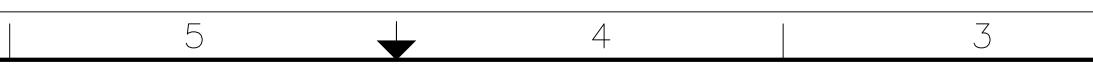
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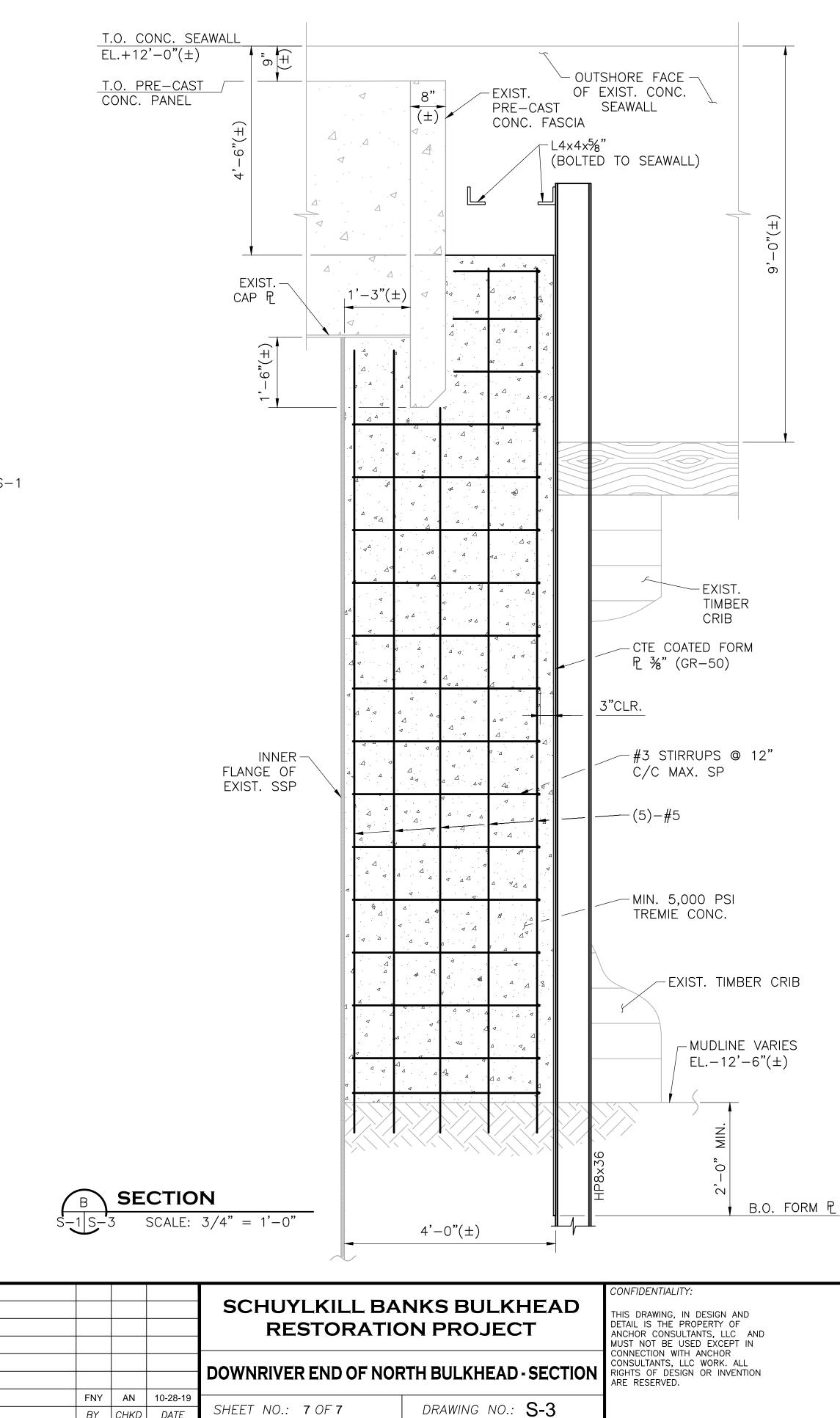
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	NOTES:	
	1. FOR GENERAL NOTES SEE DWG	
	2. SHOWN CONDITIONS REPRESEN OF INSPECTION IN THE INSPECT CONSTRUCTION MAY BE DIFFER VERIFY EXIST. CONDITIONS PRICE MATERIAL. NOTIFY ENGINEER IN OF DISCREPANCIES.	TED AREA. CONDITIONS DURING ENT. CONTRACTOR TO FIELD
	<ol> <li>EXIST. PRE-CAST CONC. FASCI TIMBER CRIB STRUCTURE SHALL SUPPORTS DURING CONSTRUCTI ABOVE TIMBER CRIB STRUCTURI TEMP. SUPPORT.</li> </ol>	L NOT BE USED AS TEMP. ION. EXIST. CONC. SEAWALL
	4. TRIM FORM PLATE AROUND EX AS REQ.'D AND SEAL ALL OPEN SEAL ALL OPENINGS BETWEEN CONCRETING.	NINGS PRIOR TO CONCRETING.
	5. EXTERIOR FACE OF CONCRETE AREA SHALL BE CHIPPED AND CONCRETE AND ROUGHENED TO REMOVE ALL MARINE GROWTH, DETERIORATED CONCRETE USING JETTING EQUIPMENT AND MECH REQUIRED, PRIOR TO DRILLING PRE-CAST CONC. FASCIA AND USING MINIMUM 5,000 PSI PRES PRIOR TO CONCRETING.	DEMOLISHED TO SOUND MIN. ¼" AMPLITUDE FIRST. SEDIMENT, DEBRIS AND G CHIPPERS, ABRASIVE ANICAL SCRUBBERS, AS HOLES FOR DOWELS. CLEAN EXPOSED SEAWALL CONC.
	6. CLEAN EXIST. SSP IN THE REF GROWTH, RUST AND LOOSE CO FORMWORK.	
	7. ALL TREMIE CONCRETE SHALL STRENGTH OF 5,000 PSI AT 14 SHALL BE AIR ENTRAINED AND OF SILICA FUME AND ANTI-WAS	4 DAYS U.N.O. CONCRETE CONTAIN APPROPRIATE DOSAGE
	8. TREMIE CONC. FOR THE REPAIL NORTH BULKHEAD SHALL BE IN LIFTS. INSTALLATION OF THE SE COMMENCE BEFORE 48 HOURS THE FIRST LIFT.	ISTALLED IN TWO EQUAL HEIGHT -
	9. ALL REBAR AND STIRRUPS SHA ACCOMMODATE EXIST. PRECAST ELEVATION.	
	10. CONTRACTOR SHALL PROVIDE FALSEWORK SUPPORT AS REQU	
	11. ONLY THE OUTER FACE OF FOR HP8x36 AND ALL ANGLES SHAL	
SEAL:	ANCHOR CONSULTAN 1224 BALTIMORE PIKE, SUIT CHADDS FORD, PA 193 TEL. (610) 945-1839, FAX. (610) ANCHOR PROJECT NO.: 19-74-1068	TE: 205 17 945-2001
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				DOWNRIVER END OF NORTH BULKHEAD - PLAN (@ SEAWALL)			CONNECTION WITH ANCHOR CONSULTANTS, LLC WORK. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.
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	ANCHOR PROJECT NO.: DESIGNED BY: AN DRAWN BY: FNY SCALE: AS NOTED	19-74-J068 APPROVED BY: AN DATE: 09-26-19	1	

# CERTIFICATION

#### Schuylkill Banks Bulkhead Restoration Project

#### SRDC Project No: SBBRP-002

#### **CERTIFICATION**

This certifies that I/We understand that this project is being funded with State funding and as such has a number of special provisions that need to be met. These provisions entail additional requirements, administrative and otherwise, including additional reporting procedures, that may not be in other non-State funded projects and which may involve additional costs to satisfy. These costs, if any, are considered incidental to the bid.

The Special Provisions include the following:

Attachment – A: Provisions for Commonwealth Contracts.

Attachment - B: Nondiscrimination/Sexual Harassment Clause.

Attachment – C: Department of Environmental Protection General Conditions.

Attachment – D: Pennsylvania Prevailing Wage Rates.

I/We have read and understand the special Provisions contained in this Bid proposal and understand that they are an important component of this project. We have considered them and included them in our bid.

 Signature
Printed Name
Company Name

Revised March 13, 2012

#### ATTACHMENT A -- PROVISIONS FOR COMMONWEALTH CONTRACTS

#### CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- 1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- 2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- 3. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq., or to breach any other state or federal law or regulation.
- Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any
  gratuity to a Commonwealth official or employee or to any other person at the direction or request of
  any Commonwealth official or employee.
- 5. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- 6. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- 8. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

- 9. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the Commonwealth prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Contractor's internal assessment and review; or
  - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
  - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
  - g. Otherwise required by law.
- 10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, or officially notified of a governmental determination of any of the following:
  - a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
  - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
    - 1. obtaining;
    - 2. attempting to obtain; or
    - 3. performing a public contract or subcontract

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

c. Violation of federal or state antitrust statutes.

- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.
- j. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- 11. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
  - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
  - b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- 12. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 13. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

- 14. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- 15. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or
- 16. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- 17. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
  - a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through a act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
  - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pregualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
  - c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
  - d. "Financial interest" means:
    - 1. Ownership of more than a five percent interest in any business; or

2. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to; cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services; employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa.

Code §7.153(b), shall apply.

- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

#### **OFFSET PROVISION**

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

#### CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and staterelated institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- a. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
- b. The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarrnent.
- d. The failure of the Contractor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the Commonwealth.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation

incurred by the Office of Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations which do not result in the Contractor's suspension or debarment,

f. The Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at http://www.dgs.state.pa.us/ or contacting the:

Department of General Services Office of Chief Counsel 603 North Office Building Harrisburg, PA 17125 Telephone Number: (717) 783-6472 FAX Number: (717) 787-9138

#### THE AMERICANS WITH DISABILITIES ACT

- a. Pursuant to federal regulations promulgated under the authority of <u>The Americans With Disabilities</u> <u>Act</u>, 28 C.F.R. § 35.101 <u>et seq</u>., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "<u>General Prohibitions Against Discrimination</u>", 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of <u>The Americans With Disabilities Act</u> which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

#### **RIGHT TO KNOW LAW**

- I. If this contract is a grant agreement:
- a. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"). For the purpose of these provisions, the term "the Commonwealth" shall refer to the granting Commonwealth Agency.
- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:

1)Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

- 2)Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If the Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

II. If this contract is a lease agreement:

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease. For the purpose of these provisions, the term "Commonwealth" shall refer to the Department of General Services or the tenant Commonwealth agency.

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- b. If the Commonwealth needs the Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify the Lessor using the legal contact information provided in this Lease. The Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Lessor's assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Lessor shall:
  - 1)Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Lessor's possession arising out of this Lease that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2)Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Lease.
- d. If the Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, the Lessor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Lessor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Lessor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Lessor fails to provide the Requested Information within the time period required by these provisions, the Lessor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Lessor for any costs associated with complying with these provisions only to the extent allowed under that fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Lessor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Lessor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Lessor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Lessor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as the Lessor has Requested Information in its possession.

## III If this contract is other than a grant or lease agreement:

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested information") the Contractor shall:
  - 1)Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - 2)Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs,

detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.

. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

#### PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):

#### I. For Procurement Contracts

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH) Network. Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the Department's payment to the invoice submitted.
- c. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
- d. Contractor may enroll for PEPP at: <u>http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf</u>

#### II. For Grant Contracts:

- a. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH) Network. Within 10 days of the grant award, the Grantee must submit or must have already submitted its ACH information to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street - 9th Floor, Harrisburg, PA 17101
- b. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Grantee to properly apply the Department's payment to the respective invoice or program.
- c. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth's central vendor master file is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

d. Grantee may enroll for PEPP at: <u>http://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf</u>

#### Revised 9/10

#### ATTACHMENT B

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

- In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- 3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 5. The Contractor and each subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- 6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 7. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

- In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
- 3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, or color against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- **5.** The Grantee, any subgrantee, any contractor or any subcontractor shall, within the time periods requested by the commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the granting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within 15 days after award of any grant, the Grantee shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Grantees who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the granting agency.
- 6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 7. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

#### Rev. 2/10 ATTACHMENT C

### DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERAL CONDITIONS

Legality - All work under this Agreement shall be performed in accordance with 1. applicable statutes, rules, and regulations of the Federal, State, and local governments.

- 2. <u>Subcontracts</u> No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
- 3. <u>Changes</u> The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:

A. Changes to the scope of work involving the addition of specific work tasks.

- B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
- C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
- 4. <u>Suspension</u> When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
- 5. <u>Assignment</u> Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.

- 6. <u>Termination</u> The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:
  - A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
  - B.In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.
  - C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
- 7. <u>Extension of Time</u> Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.

#### 8. Conflict of Interest -

- A <u>Interest of members of the Commonwealth and others</u> No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Interest of Contractor The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.
- 9. <u>Hold Harmless</u> Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.

- 10.<u>Interest Payments</u> For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.
- 11.<u>Disputes</u> All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No.193), as amended, 72 P.S. §4651-1 et seq.), or otherwise resolved in accordance with applicable law.
- 12. Fiscal Records Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines.
- 13.<u>Retention of Records</u> The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.
- 14.<u>Right to Audit</u> The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.
- 15. <u>Copyright and Patent Indemnity</u> The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.
- 16.<u>Copyright and Publication Rights</u> All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.

- 17. <u>Sensitive Information</u> The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.
- 18.<u>Indirect Costs</u> Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.

#### Attachment D – Pennsylvania Prevailing Wage Act

The contract with the Contractor is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act., 43 P.S. 165-1 et seq., which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform this Contract during the term hereof for the locality in which the work is to be performed.

**Note:** Certified payroll forms must be submitted for all employees using <u>Commonwealth of Pennsylvania</u> forms.