BID SPECIFICATIONS AND BID DOCUMENTS
for the
Micropiles for the Maple Street Garage
At
920 Maple Street
City of Allentown, Lehigh County Pennsylvania

April 2021

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ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be accepted by North Star Construction Management, Inc. on their Building Connected site until April 21, 2021, 2:00 PM prevailing time for furnishing all labor, materials and equipment necessary for: **Micropiles of 920 Maple Street, Allentown, PA 18102** at which time they will be opened by North Star Construction Management and Allentown Parking Authority.

Register by sending an e-mail to Anne Lehman, alehman@northstarcm.com, stating name of the Company, e-mail address, and phone number of the contact person and an email will be sent with a link to all bid documents.

Follow-up questions regarding the bid documents may be submitted online through Building Connected by 12:00 P.M. on April 14, 2021. All responses to questions will be sent out as an addendum to the e-mail address provided by prospective bidders no later April 16, 2021.

The bids must be made on the forms furnished by the Construction Manager and the bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to the Construction Manager. All bids must be accompanied by a Surety's Consent. Said surety to be licensed to conduct business in the Commonwealth of Pennsylvania. The successful bidder shall be bound to furnish and pay for a Maintenance Bond in an amount equal to fifteen percent (15%) of the contract price, on bond forms acceptable to the Construction Manager.

The Bidder's attention is called to the fact that the Neighborhood Improvement Zone and the Pennsylvania Prevailing Wage Act applies to this Contract and that the successful Bidder shall pay no less than the Wage Rates determined for the project area as set forth in the Contract Documents.

The successful bidder shall take affirmative action to ensure that applicants for employment and employees or agents are treated without discrimination based upon race, color, religion, ancestry, national origin, age, sex, or disability.

If the contract is awarded it will be to the lowest responsible bidder, however the Owner and Construction Manager reserves the right to reject any and or all bids and to waive any informality in the bidding, as permitted by law. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof, except in accordance with the terms of PA Act 4 of 1974, latest revision.

BY THE ORDER OF THE North Star Construction Management, Inc.

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

North Star Construction Management ("Construction Manager") invites bids on the form available online through North Star's Building Connected site. Bids will be received at the time specified in the Advertisement for Bids and privately opened by the Construction Manager and Owner.

Micropiles for
920 Maple Street
Allentown, PA 18102

The Construction Manager shall consider bids submitted in compliance with the provisions hereof and may waive any non-material informalities or reject any bid, any part of a bid, or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening. Prior to the awarding of the Contract, bids may be held by the Construction Manager for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders. During this period, no bid be may be withdrawn except in accordance with PA Act 4 of 1974, entitled the "Bid Withdrawal Act" (73 P.S. §1601 et seq.).

2. PREPARATION OF BID

All sealed bids shall be submitted via the Bid Form on Building Connected.

The proposal of a bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder. The Construction Manager may reject the bid proposals of any collusive bidder upon bid opening. However, nothing in this section shall prevent a bidder from superseding a bid proposal by a subsequent proposal delivered prior to bid opening, which expressly revokes the previous bid.

Bids may be withdrawn at any time prior to the time set for bid opening by Withdrawing the Bid n writing. Requests for withdrawal of bids after bid opening shall be made in accordance with Commonwealth of Pennsylvania Act No. 4 of 1974 (73 P.S. §1601, et seq.).

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract:

a. Must be disclosed and acceptable to the Construction Manager.
b. Shall be subject to the same provisions under the contract as are applicable to the prime Contractor.

4. DOCUMENTS REQUIRED WITH THE BID

Each bidder must submit with their bid, the following documents:

a. Bid Bond
b. Consent of Surety
c. Bidder Qualification Form
d. Non-Collusion Affidavit
e. Bidder Corporate Resolution
f. Statement of Ownership
g. Equipment Certification
h. Verification of Contractor Eligibility
i. Prevailing Wage Compliance Declaration
j. Sample Insurance Certificates
k. Public Works Employment Verification Form

5. QUALIFICATIONS OF BIDDERS

Each bidder must submit, as a part of his proposal, the Qualification Form as specified to determine the ability of the bidder to perform the work. The work will be awarded to an approved organization, which is properly constituted in experience, capital and equipment. The Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Construction Manager that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

a. Bids will be considered as conclusive evidence of complete examination of specifications and samples.

b. Bid will be considered as conclusive evidence of that a thorough site inspection of both project locations was performed.

c. The Construction Manager reserves the right to reject any or all bids or parts thereof, as deemed to be in the best interest of the Construction Manager. Proposals may be rejected if they show any omission, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. However, the Construction Manager reserves the right to waive any defects or non-material irregularities in proposals.

d. It is understood that the parties making bids accept the terms and conditions expressed and contained in the specifications attached to the proposal submitted.

6. PROOF OF BIDDER'S RESPONSIBILITY

All bidders shall submit an experience questionnaire, two (2) years of most recent annual financial statements and most recent quarterly statement. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a notary public, or other officer empowered to administer oaths or affirmations.

Bidders shall comply with all criteria and procedures established by these Instructions to Bidders.

The foregoing shall guide the Construction Manager in determining the responsibility of the bidder, but additional information may be requested by the Construction Manager whenever, in its judgment, such information is necessary to determine the responsibility of the bidder.

In the event the bidder fails, refuses or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible bidder, his/her proposal guaranty shall be forfeited to the use of the Construction Manager, not as a penalty, but as liquidated damages.

7. BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of Bid Bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Construction Manager, in the amount of 10% (Ten Percent) of the bid.

Unless a certified check or bid bond is furnished, as stated, the bid will not be considered. The check or bid bond of all bidders will be returned when the contract is signed and the successful bidder, as required, furnishes surety bonds.

Such checks or bid bonds submitted by unsuccessful bidders will be returned upon execution of the contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the unsuccessful bidder(s) at any time thereafter.

8. FORM OF CONTRACT

The successful bidder will be required to execute a written contract with the Construction Manager within ten (10) business days after notice of acceptance of his/her proposal. No proposals or award shall be considered binding upon the Construction Manager unless and until the contract documents are properly executed by both parties.

9. FAILURE TO EXECUTE CONTRACT

In the case of the successful bidder failing or refusing to execute a formal contract and to give surety as required within ten (10) days after notice of acceptance of his/her bid, the Construction Manager acceptance of his/her proposal will be revoked, and all obligations of the Construction Manager in connection herewith will be canceled. In addition, the amount of the bid bond shall be paid to the Construction Manager, not as a penalty, but as liquidated damages. In such case, the Construction Manager, at its discretion, may award the contract to the next lowest responsible bidder, or reject all bids.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Construction Manager and to fully complete the project within fifty (50) calendar days. The successful bidder's failure to comply with schedule and/or performance requirements will result in the Construction Manager incurring damages difficult to ascertain with certainty. Liquidated damage amounts represent reasonable amounts to partially compensate the Construction Manager for the successful bidder's delay and/or failure to perform and are not to be construed as penalties. Consequently, to be entitled to such liquidated damages, the Construction Manager will not be required to prove that it has incurred actual damages.

Liquidated damages under this clause shall be additive in nature and are in addition to other remedies the Construction Manager may have under the contract, at law, or otherwise.

If the Construction Manager becomes entitled to liquidated damages, the Construction Manager will deduct the amount of such liquidated damages from any money due or which may become due under the contract. Should the liquidated damage amounts be in excess of the remaining unpaid balance of the contract, the successful bidder and its sureties shall be liable for the amount thereof and shall promptly refund to the Construction Manager the amount of such excess. The provisions for liquidated damages shall not prevent the Construction Manager from terminating the rights of the successful bidder to proceed in cause of default.

If successful bidder fails to provide any or all contractual reports, deliver any or all of the goods, or perform any or all of the services within the time period(s) agreed to in the contract document, bidder must agree to pay as liquidated damages, the sum of $400.00 for each consecutive calendar day on which work remains incomplete. In addition to this, bidder agrees to reimburse the Construction Manager the sum of $500.00 for each working day thereafter for Inspection services of the Engineer, as provided in the General Conditions.

11. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon and by submission of a bid is deemed to have done so. Failure to do so will not relieve a successful bidder of his obligations to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption or interference with the work of any other contractors working in the area. Access to emergency vehicles will have to be provided for.

12. SPECIFICATIONS

The specifications are intended to cover the furnishing of all material and the performance of all work that may be required or necessary for the complete performance of the contract and the successful bidder will be reminded to do all things that may be necessary to complete the work within the purview of these specifications. Where plans accompany certain sections of the specifications, these shall be considered a part of these specifications.

All work described herein and attached to the contract shall be performed in accordance to all current PennDOT Specification and Standards. If conflict should arise between contract documents and PennDOT Specifications and Standards, PennDOT Specifications and Standards shall govern.

13. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plan, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing.

And to be given consideration, must be received by the date and time listed in the Advertisement for Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specification which, if issued, will be sent via e-mail to all registered plan holders. All addenda so issued shall become part of the contract documents.

a. Should the successful bidder discover discrepancies in the specifications, the matter shall be at once brought to the Construction Manager, and the discrepancies corrected by written agreement before proceeding further.

b. The Construction Manager, on written request by bidder(s), will give all explanations, interpretations and instructions required under these specifications.

c. Equipment to be furnished shall be new, first-class or shall meet with the approval of the Owner or the Construction Manager.

d. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Owner or Construction Manager as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

14. EXTRA WORK

No extras, additional work or other contract modifications will be valid except upon written change order specifying price and other terms, executed by all parties.

15. ADDITIONS OR DEDUCTIONS

The quantities of the various kinds of work to be done and materials to be furnished, as stated in the Contract Documents, are approximate. The quantity of materials actually to be furnished may be varied to suit the requirements of the work and the statement of approximate quantities in the contract Documents shall in no way relieve Bidders from ascertaining independently and on their own account the amount of materials and labor to be furnished. There will be no revisions to the unit cost for any line items due to changes between bid quantities and actual quantities during construction.

16. INDEMNIFICATION BY SUCCESSFUL BIDDER

The successful bidder agrees to indemnify and save harmless the Owner, Construction Manager, its representatives, and Engineer from all suits or actions of every nature and description brought against it or its employees on account of the use of patented or copyrighted appliances, products, or processes, with legal protection. The successful bidder shall execute a Hold Harmless Agreement and a Waiver of the Right to File Mechanics' Liens.

17. SECURITY FOR FAITHFUL PERFORMANCE

Each bidder upon receiving written notice from the Construction Manager shall within ten (10) business days of such notice furnish to the Construction Manager executed maintenance bond, in the forms prescribed in the Contract Documents, and dated the date set for the award of contract.

19. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:

a. Construction operations in the vicinity of private property.
b. Insurance requirements.
c. Wage rates.

d. Neighborhood Improvement Zone
e. Subsurface conditions.
f. Construction scheduling, staging, and operational procedures
g. Regulatory Information

20. METHOD OF AWARD - LOWEST RESPONSIBLE BIDDER

If at the time this Contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Construction Manager as available to finance the Contract; the Contract will be awarded on the base bid only. If such bid exceeds such amount, the Construction Manager may reject all bids, or may award the Contract to the responsible bidder with lowest base bid combined by deduction of one or more items listed in the bidding schedule to produce a net amount which is within the available funds.

The "lowest responsible bidder" is defined as a bidder who not only has the lowest price, but also is financially able and competent to complete work as evidenced by prior performance.

21. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site, to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve any bidder from any obligation in respect to his bid.

22. BONDING REQUIREMENTS

As previously indicated, each bid proposal must be accompanied by a Surety's Consent. The said surety shall be bound to furnish a Maintenance Bond in the amount equal to Fifteen Percent (15%) of the Contract Price, thereafter required.

a. A maintenance bond shall be required in an amount equal to Fifteen Percent (15%) of the contract price for a period of two (2) years from the date of acceptance of the work by the Construction Manager.

b. All bonds shall be furnished to the Construction Manager prior to the Construction Manager's issuance of the notice to proceed with any work. The successful bidder shall pay for entire cost of bond(s).

The Bidders are notified that a Waiver of Right to File Mechanics Lien and a Hold Harmless.

23. INSURANCES ***(See "Contractor Insurance Requirements" in General Conditions)***

24. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State Laws, Municipal Ordinances, and Rules and Regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

The bidder also agrees to comply with all applicable state statutes and regulations to which the Department of Community and Economic Development is subject including, but not limited to, the Building Energy Conservation Act and the Pennsylvania Prevailing Wage Act or the Resident Labor Requirement Act, the Steel Products Procurement Act, the Trade Practices Act, the Public Works Contractor's Bond Act of 1967, and the Flood Plain Management Act.

The bidder agrees that in the performance of their obligations under the Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. The Contractor assumes responsibility for environmental review, decision-making and action under the National Environmental Policy Act of 1969 (NEPA), P.L. 91-190 (42 U.S.C. 54321 et seq.), and Housing and Urban Development regulations at 24 CFR, Part 58. The Contractor certifies that it has completed and will comply with 24 CFR, Part 58 and all other applicable statutes and guidelines.

Bidders should be aware that additional work may be required in the event of changes, after the receipt of bids, in Federal and State statutes, rules and regulations relating to the environment. The following statutes, and the rules and regulations thereunder, may directly or indirectly affect the work and are incorporated by reference:

a. Rivers and Harbors Act, 33 U.S.C. §401, et. seq.
b. National Environmental Policy Act, 42 U.S.C. §4321, et. seq.
c. Pennsylvania Water Obstructions Act. 32 P.S. §681, et. seq.
d. Pennsylvania Waterworks Act, 35 P.S. §711, et. seq.
e. Soil and Water Conservation Act, 3 P.S. §49, et. seq.
f. Federal Water Pollution Control Act, 33 U.S.C. §1151, as amended in 1972.
g. Pennsylvania Clean Streams Act, 35 P.S. §691.1
h. Pennsylvania Sewage Facilities Act, 35 P.S. §750.1
i. Pennsylvania Solid Waste Management Act, 35 P.S. §6001
j. Delaware River Basin Compact, 32 P.S. §815.31
k. Pennsylvania Air Pollution Control Act, 35 P.S. §4001, et. seq. as amended by Act 245 of 1972.
l. Chapter 102, Title 25, Rules and Regulations of Department of Environmental Protection (APa. Bull. 1976).
m. Pennsylvania Steel Products Procurement Act, 73 P.S. §1181 et. seq.
n. All other applicable laws, ordinances and regulations.

Under Pennsylvania Act 247 of 1972, any additional work, which may be required by the foregoing, shall be done by change orders after written approval by the Construction Manager.

25. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 CFR 35.101 et seq., 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 "General Prohibitions Against Discrimination, 28 CFR 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Construction Manager through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Construction Manager from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Construction Manager as a result to the Contractor's failure to comply with the provisions of the above paragraph.

26. NONDISCRIMINATION CLAUSE

During the term of the contract, contractor agrees as follows:

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

   Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not limited to, the following:

   Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

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

B. Contractor shall, in advertisements or request for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.

C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

E. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employee and fill vacancies through other nondiscriminatory employment procedures.

F. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further Construction Manager contracts, and other sanctions may be imposed and remedies invoked.

G. Contractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency for purpose of investigation to ascertain compliance with the provisions of this clause. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

H. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

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

I. Contractor obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

27. <u>WAGE RATE DETERMINATION</u>

The Construction Manager has requested a Wage Rate Determination by the Pennsylvania Department of Labor and Industry to be applicable in the preparation of prices for this

contract. A direct copy of the Wage Rate Determination is made a part of the Specification. The Contractor shall be governed by all of the provisions of the Wage Rate Determination. Each Contractor shall exercise judgment in determining wage rates to use in his bid price. The Construction Manager will not be responsible for additional costs, which the Contractor may incur, if during the construction he must increase wage rates because of his failure to allow for fair minimum rates required by the Pennsylvania Department of Labor and Industry.

28. EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAXES

The Owner is exempt from Federal Excise Taxes and the Pennsylvania Sales Tax. Net prices as shown in the proposal shall exclude said Federal and State Tax amounts.

NOTE: *This provision shall not apply to construction, repair and/or maintenance contracts whereunder Bidder purchases supplies, materials and/or equipment and includes costs thereof in computation of his/her bid or proposal.*

29. DELIVERY

In general, deliveries shall be at such times as may be fixed by the Construction Manager.

Bidders will note that where certain articles are definitely called for of certain manufacture, it is assumed that those bidders have the opportunity to purchase such articles as specifically called for by trade names and that they agree the bidding is open to them without substitution of any other articles.

30. DISPOSAL OF MATERIALS, SUPPLIES, ETC. NOT APPROVED

Bidders shall understand that when materials, supplies, etc., have been delivered to the job which do not comply with specifications and have not been approved, upon notification, the successful bidder shall immediately remove from the premises any such condemned materials, supplies, etc., and replace them with materials, supplies, etc., in full accordance with the specifications.

31. PAYMENTS

The successful bidder shall submit a separate invoice for the items listed on each purchase order. All invoices shall reference the purchase order number. After inspection and acceptance by the authorized representative of the Construction Manager of the materials and/or work, receipt of the successful bidder's invoice, and the approval of the invoice by the Construction Manager's Authorized Representative, payment shall be made to the successful bidder within forty-five (45) days. Where a partial delivery is made, the successful bidder shall invoice for the items actually delivered and payment shall be made in accordance with the conditions stated hereinabove.

32. TERMINATION FOR DEFAULT

The successful bidder agrees to provide all contractual reports, deliver all goods and perform all services required under the contract in a timely and good and workmanlike manner and to the satisfaction of the Construction Manager or its appointee. In the event it is determined by the Construction Manager that reports are not provided, deliveries are not made and/or the work is not performed in such timely and/or workmanlike manner, the Construction Manager may terminate for default with fifteen (15) days written notice, by Certified Mail. In such instance, the Construction Manager may draw down against the successful bidder's performance bond for all costs and expenses incurred to re-bid the work.

33. PERMITS AND LICENSE REQUIREMENTS

The successful bidder shall be required to obtain all necessary permits as may be required by the Construction Manager. No fee will be charged for said Construction Manager permits, if any.

34. BUSINESS PRIVILEGE TAX

The Contractor acknowledges that it has been made aware that the City of Allentown collects a business privilege tax on revenues derived from work within the City. The Contractor shall notify any subcontractors working on the Project, that subject to applicable law, proper tax returns must be filed with the Owner and any required business privilege taxes related to any work within the City must be paid. Evidence of such notification shall be provided to the Owner.

35. FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSHA)

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

36. PENNSYLVANIA ACT 287

The Contractor is required to comply with the provisions of Pennsylvania Act 287, as amended by Act 181 of 2006 (811 – “Call Before You Dig!”), which specifies the Contractor’s responsibilities during excavation and Micropiles operations in areas of underground utilities. The list of utilities to be notified is shown on the plans.

38. ADDITIONAL PROVISIONS PERTAINING TO CONTRUCTION

A. If existing features, including but not limited to curb and sidewalk for Maple Street and Walnut Street is damaged during construction, it shall be replaced by the Contractor at no expense to the Construction Manager, other than shown on the plans. Contractor is responsible for preparing photographic documentation of existing conditions for all existing features and submitting 2 copies to the Construction Manager prior to commencing construction.

B. No additional monies will be paid for cold weather concrete work. All concrete work must be installed in accordance with PennDOT standards.

C. The Contractor shall provide and install all required erosion and sedimentation controls (E&S controls) for this project. The Contractor will perform all maintenance required on these controls for the duration of the project. The Engineer/Inspector representing the Construction Manager will inspect the condition of erosion and sedimentation controls. If at any time during the project the Engineer/Inspector determines the erosion and sedimentation controls referenced on the construction plans are not adequate the Engineer/Inspector will require additional E&S controls. Additional E&S controls will be provided by the Contractor at no cost to the Construction Manager. This provision will not be waived during significant storm events.

D. The Contractor shall be responsible for obtaining a site for the fill. The contactor shall export fill to a site that has an existing NPDES permit and the contactor shall submit documentation of the fill site and the NPDES permit upon request by the Construction Manager.

E. All excavation will be unclassified excavation and shall be incidental to other construction item.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
(CONTRACTOR)

_____

(hereinafter called the Principal) as Principal, and _____

_____ a _____
(BONDING COMPANY)

corporation authorized to transact business in PENNSYLVANIA, and having its principal office at:

_____
(CITY AND STATE)

(hereinafter called the Surety) as Surety, are held and firmly bound unto the ("Obligee") as Obligee, in the sum of _____ Dollars ($_____), representing 10% of the project bid, lawful money of the United States of America; for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns jointly and severally, by these presents.

WITNESS our hands and seals this _____ day of _____, 20_____.

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform the following:

MICROPILES SERVICES AT
920 MAPLE STREET
ALLENTOWN, PA 18102

pursuant to plans, specifications and other contract documents incorporated into said Proposal by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that the Proposal be accompanied by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is such that if said Principal shall, upon the request of Obligee five (5) days prior to the award of the contract, furnish prior to the award of the contract executed performance and payment bonds dated the date set for the award of the contract in the required forms, and upon Obligee's acceptance of his proposal and award of contract to him, enter into such contract, and furnish insurance certificates and other bonds in all respects as required by said contract documents, within ten (10) business days after notice to him of such award, then this obligation shall be void; but, otherwise, it shall remain in full force, and the Principal and Surety will pay to the Obligee the full amount of this Bid Bond as liquidated damages incurred by the Obligee by reason of the default of the Principal.

IN WITNESS WHEREOF THE Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

ATTEST: _____
Corporation - Contractor

_____ _____ (SEAL)
Witness President

_____ _____ (SEAL)
Witness Individual Contractor

_____ BY_____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)
Witnesses Partners

_____
Surety Company

_____ _____
Witness Attorney-in-Fact

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration paid by the Contractor, the receipt of which is hereby acknowledged, _____ **(Name of Surety)**, a corporation organized and existing under the laws of the State of _____ **(State of Incorporation)**, and licensed to do business in the Commonwealth of Pennsylvania, consents and agrees that if the Contract for the **MICROPILES AT 920 MAPLE STREET** located in the City of Allentown, PA is awarded to _____ **(Name of Bidder)**, the undersigned Corporation shall execute the Bond or Bonds required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized officer and its

corporate seal to be affixed hereto this ____ day of_____, 20____.

BY: _____

NAME: _____
Attorney-in-Fact

BIDDER QUALIFICATION FORM

Name of Bidder: _____

Address: _____

Phone _____Date_____

Date of Incorporation: _____

State of Incorporation: _____

Officers and Directors: _____

Principals, Partners or Shareholders: _____

Note: Bidder may attach additional sheets as necessary.

1. How many years has your organization been in business as a contractor?
   _____

2. How many years has your organization been engaged in construction work of the type proposed under this Contract? _____

3. How many years has your organization been in business under your present name?
   _____

4. Have you ever failed to complete any work awarded to you?
   _____

   If so, where and why?
   _____

5. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

6. Have any liens or lawsuits of any kind been filed against any of your contracts? Yes_____ No_____

   Give full details.
   _____

   _____

7. List surety companies, which have previously bonded the Bidder (give name, address, and amount of bond) _____

List all uncompleted contracts currently held by the Bidder, including those for which a Notice to Proceed has been issued, contracts are executed, or a Notice of Award is pending. State the name of the project, the contract amount, percent complete, the contract start, and completion dates and any claims filed by subcontractors or suppliers.

_____

_____

8. State all equipment owned by you for use in this contract. _____

_____

9. State the percentage of work normally performed with your own forces and the portions of the work included in the proposed Contract that will be performed with your own forces.

_____

10. The Bidder shall state below, or on attached sheets, at least three (3) projects the Bidder has completed which are similar to this Project. The information provided by the Bidder shall include the name of the Project, description of the Project, and dollar value of work completed. This information will be considered by the Construction Manager to judge the Bidder's experience, skill and business standing.

_____

11. Provide the name, address and phone number for references for the three (3) Projects listed above. Additional references or other information to evaluate the bidder's qualification may be requested by the Construction Manager or its representatives.

Name and Address Telephone Number

_____

_____

_____

13. Provide the following:

a. Bonding Company: _____

b. Bonding Agent: _____ Phone Number: _____

c. Insurance Company: _____

d. Insurance Agency: _____ Phone Number: _____

e. Bank (including name and contact): _____

f. Credit References (major material supplier): _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., §1611 et seq., Governmental agencies may require Non-collusion Affidavits to be submitted together with bids.

2. This Non-collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparations, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ of _____

(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary of other noncompetitive bid.

(5) _____, its affiliates, subsidiaries,
(Name of Firm)

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any contract, except as follows:

I state that _____ understands and acknowledges that the above

(Name of Firm)

representations are material and important and will be relied on by the Construction Manager in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Construction Manager of the true facts relating to the submission of bids for this contract.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF _____, 20_____ _____

Signature

_____ _____

Notary Public Title

My Commission expires _____

BIDDER CORPORATE RESOLUTION

(EVIDENCE OF AUTHORITY TO BIND BIDDER WHERE BIDDER IS A CORPORATION OR PARTNERSHIP)

RESOLVED, that the following named Officers or Partners:

Be and hereby are authorized and empowered to sign and submit to the

_____ the attached Bid and other Bid Submission Documents and further

that said Officers or Partners are authorized to execute the Contract and any other agreement or

bond or statement necessary to fulfill the obligations required by the Contract Documents

incurred by the acceptance of North Star Construction Management of the Bid.

I hereby certify that the above constitutes a true copy of a Resolution or Partnership Agreement passed and approved by

the Board of Directors or Partners at a meeting held on the _____ day of _____, 20___.

Signature of Bidder's Authorized Representative:_____

Title:_____

Date:_____

Attested By:

Title: _____

Date: _____

(ACKNOWLEDGMENT OF CORPORATION)

STATE OF _____)
) SS:
COUNTY OF _____)

I certify that on ___ day of _____, 20___, _____ acknowledged under oath, to my satisfaction, that:

a) This person is the secretary of , the corporation described in the foregoing documents;

b) This person is the attesting witness to the signing of said documents by the proper corporate officer who is the President of the Corporation;

c) The documents were signed and delivered by the Corporation as its voluntary act duly authorized by a proper corporation resolution;

d) This person knows the proper seal of the corporation which was affixed to said documents; and

e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me
on , 20__

_____

Notary Public

(ACKNOWLEDGMENT OF PARTNERSHIP)

STATE OF_____)

) SS:

COUNTY OF _____)

I certify that on this day of ,20__ , before me personally came and appeared to me known and known to be one of the members of the Partnership of described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm. Signed and sworn to before me on , 20__

Signed and sworn to before me

on , 20__

_____

Notary Public

INSURANCE CERTIFICATES

Project: _____

Contract No.: _____

Name of Bidder:_____

Address:_____

The Bidder is required to attach hereto certificate(s) of Insurance establishing insurance coverage of the type and amount required by the Contract Documents and of the Supplementary Specifications.

The insurance certificate(s) must be submitted with the Bid Form in accordance with the procedure set forth by the Contract Documents.

STATEMENT OF OWNERSHIP

Prior to performing the Work or furnishing any materials or supplies and prior to the receipt of the Bid Proposal or accompanying the Bid Proposal of said corporation or partnership, there is submitted a Statement setting forth the name and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or more of its stock of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein.

If additional space is necessary, attach a separate sheet. If there are no partners with ten (10%) percent or more interest in your company enter "None" below.

Full Corporate Name or Partnership Name of Bidder:

Shareholders or Partners or Corporations with 10% interest or greater:

1. Name_____ Percentage _____%

   Address_____

   City _____ State ____ Zip _____

2. Name_____ Percentage _____%

   Address_____

   City _____ State ____ Zip _____

3. Name_____ Percentage _____%

   Address_____

   City _____ State ____ Zip _____

4. Name_____ Percentage _____%

   Address_____

   City _____ State ____ Zip _____

5. Name_____ Percentage _____%

Address_____

City _____ State ____ Zip _____

6. Name_____ Percentage _____%

Address_____

City _____ State ____ Zip _____

7. Name_____ Percentage _____%

Address_____

City _____ State ____ Zip _____

8. Name_____ Percentage _____%

Address_____

City _____ State ____ Zip _____

9. Name_____ Percentage _____%

Address_____

City _____ State ____ Zip _____

10. Name_____ Percentage _____%

Address_____

City _____ State ____ Zip _____

Signature of Bidder's Authorized Representative:

_____

Title: _____

Date: _____

EQUIPMENT CERTIFICATION

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION

If the Bidder owns, leases or controls all the necessary equipment required to complete the Project, the Bidder shall complete Part 1.

If the Bidder does not own, lease or control all of the equipment necessary to complete the Project, the Bidder shall complete Part 2.

PART 1

"This is to certify that I, the Bidder, signing and submitting the attached Bid Proposal and other Contract Documents, own, lease or control all of the necessary equipment required to complete the Work shown and described in the Contract Documents, Drawings and Specifications."

Signature of Bidder's Authorized Representative:

_____

Title:

_____

Date:

PART 2

"This is to certify that I, the undersigned, own or control the equipment required to complete the Project noted below and definitely grant or will grant the Bidder the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents, Drawings and Specifications for which said equipment is necessary."

By: _____

DATE

Name: _____

Title: _____

Company Name: _____

Company Address: _____

LIST OF EQUIPMENT

_____

_____

_____

_____

VERIFICATION OF CONTRACTOR ELIGIBILITY

CONTRACTOR CERTIFICATION

I hereby certify that I/we am/are not currently under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.

In the event I/we am/are found ineligible after an award of Contract, said Contract shall be terminated and the matter will be referred to the Department of Labor for its action.

If I/we enter into subcontracts or employ under this Contract any subcontractors or individuals who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this Contract or any extension or renewals thereof, the Construction Manager and/or the Commonwealth shall have the right to require the termination of such subcontracts or employment at no cost to the Construction Manager or the Commonwealth.

The Contractor agrees to reimburse the Commonwealth and/or the Construction Manager for the reasonable costs of investigation incurred by the Office of the Inspector General for investigations of the Contractor's compliance with the terms of this Contract or any other Contract between the Contractor and the Commonwealth which result in the suspension or debarment of the Contractor. Such costs shall include, but 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.

CONTRACTOR SIGNATURE	NAME OF FIRM	DATE
SUBCONTRACTOR SIGNATURE	NAME OF FIRM	DATE

The contractor may obtain the current list of contractors suspended or debarred by the Commonwealth of Pennsylvania by contacting:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125 Telephone No. (717) 783-6472
FAX No. (717) 787-9138

The contractor may determine whether contractors have been debarred or suspended by the federal government by contacting the County's community development office where the Work is to be performed. If any contractor cannot so certify, the contractor must submit along with the Bid Proposal a written explanation of why such certification cannot be made.

If the Commonwealth or federal government at any time within the last ten (10) years has debarred any contractor, the contractor must submit along with the bid/proposal a written history containing a full and complete description of events underlying any debarments.

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer)__

Address _____

City _____**, State**_____ **Zip Code** _____

Contractor Subcontractor (s e l e c t o n e)

Contracting Public Body_____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

_____

Authorized Representative Signature

SUBCONTRACT AGREEMENT
North Star Project #_____

THIS AGREEMENT (this "Contract") made this ___ day of _____ 20__, by and between **NORTH STAR CONSTRUCTION MANAGEMENT, INC.** (the "Construction Manager"), a Pennsylvania corporation having its principal place of business at 645 W. Hamilton Street, Suite 208, Allentown, PA 18101 and _____ (the "Subcontractor", and together with Construction Manager, the "Parties")), a _____ company having its principal place of business at _____.

WHEREAS, Construction Manager has requested, and Subcontractor has agreed to perform the Work (as hereinafter defined) as a subcontractor;

WHEREAS, Subcontractor has represented that it possesses the requisite experience, qualifications, licenses, expertise and resources to complete the Work;

WHEREAS, Subcontractor has agreed to provide such Work for the Contract Price (as hereinafter defined); and

WHEREAS, Subcontractor has agreed to guarantee the timely and proper completion of the Work in strict accordance with the terms and conditions hereinafter set forth and to provide certain other warranties and guarantees.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Construction Manager and Subcontractor hereby agree as follows:

1. Entire Contract. This Contract contains the final and complete agreement between the Parties for performance of the Work specified herein and supersedes all prior and contemporaneous conduct, contracts, and communications pertaining to the Work, whether written or oral. The Parties shall not be bound by or be liable for any statement or understanding of any kind not set forth in this Contract. This Contract includes all documents attached hereto and incorporated herein by reference, including the following Appendices (and their exhibits, attachments and appendices, as applicable) attached hereto and made a part hereof (the "Contract Documents"):

Appendix A: Subcontractor Proposal submitted _____
Appendix B: Architect's, Site, and Other Plans and Drawings
Appendix C: General Terms and Conditions
Appendix D: Insurance and Indemnification
Appendix E: Contractor Safety Notice
Appendix F: Sample Release and Waiver of Claims
Appendix G: Construction Manager's Notice of Commencement (if applicable)

Appendix H: Pennsylvania Prevailing Wage Act Provisions
Appendix I: Neighborhood Improvement Zone (NIZ) Requirements
Appendix J: Smoking Policy
Appendix K: Worker Job Site Safety Orientation Program
Appendix L: Subcontractor's Certificate of Insurance (to be returned to Construction Manager with this executed Contract)

2. Subcontractor's Work. Subcontractor hereby agrees to furnish all labor, materials, equipment supervision and applicable insurance as required to fully perform and in every respect complete the work described in the Subcontractor Proposal and below (the "Work") in the time frame delineated therein and to the complete satisfaction of the Construction Manager in accordance with the provisions of this Contract, including the Contract Documents, and the plans now or hereafter attached hereto as Appendix B (the "Plans"), which are incorporated herein by reference. The Work shall include but not be limited to the following:

Project: _____

Site: _____

Construction Manager: _____

Work: _____ and associated work.

Date of Subcontractor Proposal: _____

3. Certain Terms. The following terms shall have the meanings ascribed thereto below:

Warranty Period: 1 Year

Retainage Amount: 10%

Additional Insureds: _____, North Star Construction Management, Inc.

4. Contract Price. Construction Manager hereby agrees to pay Subcontractor for the Work in accordance with the Contract Documents the **($_____)** _____ **DOLLARS AND 00/100** (the "Contract Price"), which price includes all costs (including, without limitation, taxes and permitting) to complete the Work as currently described, and will be subject to change only by agreement of the Parties as reflected in a written agreement signed by authorized representatives of the parties. All work (including, without limitation, licensing, permitting, technical assistance, engineering, assembly, construction, service, labor, material, equipment, operation or management) reasonably inferable or incidental to the Work that is not specifically excluded from the Work in the Subcontractor Proposal shall be considered part of the Work and Subcontractor hereby waives any adjustment to the Contract Price as a result of such inferable or incidental work.

Furthermore, Subcontractor hereby acknowledges that prior to execution of this Contract it has conducted a pre job review of the nature of the Work, the Project, the Site and the conditions of this Contract and is fully satisfied with such as they presently exist.

5. Status of Subcontractor. Subcontractor shall be an independent contractor with respect to any and all Work performed and to be performed under the Contract Documents, which shall not be interpreted or construed to create an association, joint venture, partnership or similar relationship among or between the Parties. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, act on behalf of, or to act as or be an agent or representative of, or to otherwise bind or obligate the other Party. Except as specifically provided for in this Contract, this Contract does not create any fiduciary relationship between the Parties and does not create any claims, rights, remedies, or benefits exercisable by any third party.

6. Assignment. Subcontractor may not assign its rights or delegate its duties under this Contract or otherwise dispose of any right, title, or interest in all or any part of this Contract without the prior written consent of Construction Manager, which Construction Manager may grant or withhold in its sole discretion. Construction Manager may assign its rights and obligations hereunder at any time in its sole discretion. Subcontractor agrees to cooperate with Construction Manager and Owner with respect to reasonable requests related to any financing of the Project, including the execution of consents to assignment of this Contract.

7. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law principles thereof. Any claim, dispute or controversy arising out of or relating to performance of the Work pursuant to this agreement, or in connection with this agreement, by Subcontractor or its employees, shall be decided exclusively by and in the state courts sitting in Lehigh County, Pennsylvania. For such purpose, each party hereby submits to the personal jurisdiction of the state courts sitting in Lehigh County, Pennsylvania. Each party waives any right to assert or move for transfer of venue to any court based on the doctrine of forum non conveniens or otherwise.

8. Dispute Resolution. Subcontractor hereby agrees that, if Construction Manager shall be bound by any provision for arbitration, mediation or alternative dispute resolution with Construction Manager, Subcontractor shall also be bound by such provision and shall participate in any such arbitration or mediation to the extent it relates to or involves the Work. Subcontractor hereby submits to the jurisdiction and authority of any person or body having jurisdiction or authority over Construction Manager in any dispute relating to the Project.

9. Successors and Assigns. This Contract shall bind and inure to the benefit of the Parties to this Contract and any successor or assignee acquiring an interest hereunder consistent with this Contract.

10. Waiver. No delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient.

11. Partial Invalidity. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. Conflicts. In the event of any conflict between this Contract and any other documents submitted or executed in relation to the Work or Project (including, without limitation, American Institute of Architects or Design-Build Institute of America form documents and any Subcontractor proposal or terms and conditions), this Contract, including the appendices attached hereto, shall control in all aspects.

13. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Contract bearing the signatures of the Parties hereto shall be deemed an original.

14. All notices and demands provided for in the Contract shall be in writing and shall be given to Construction Manager and Subcontractor at the address for each set forth below, or at such other address as Construction Manager or Subcontractor may hereafter specify in writing.

Construction Manager: North Star Construction Management, Inc.
Two City Center
645 W. Hamilton Street, Suite 208
Allentown, PA 18101
Attn: Craig A. Johnson

Subcontractor: _____
_____
_____
Attn: _____

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have executed this Contract as of the day and year first noted above.

Attest/Witness	**NORTH STAR CONSTRUCTION MANAGEMENT, INC.**
_____	By: _____ Name: Craig A. Johnson Title: President Date:
Attest/Witness:	_____
_____	By: _____ Name: Title: Date:

APPENDIX A
SUBCONTRACTOR PROPOSAL

APPENDIX B
PLANS AND DRAWINGS

APPENDIX C
GENERAL TERMS AND CONDITIONS

1. Subcontractor shall give timely notice to all authorities and inspection agencies required to be notified of the work, and shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary or desirable to complete the Work. All Work performed shall conform to all applicable codes, rules, and regulations.

2. Subcontractor shall continually visit the Site during the course of construction to witness existing job conditions and shall promptly inform the Construction Manager of any discrepancies between the actual Site or Project and the Subcontractor Proposal.

3. Subcontractor shall work within Construction Manager's construction schedule and any updates thereto during the course of the Project. Subcontractor is solely responsible for keeping up to date with any and all changes to the construction schedule. Subcontractor shall be responsible for cooperating and coordinating the Work with any and all other contractors or suppliers participating in the Project.

4. Subcontractor warrants, for the duration of the Warranty Period, that all material and equipment furnished as part of the Work or otherwise under this Contract shall be new (unless otherwise specified), of good quality and fit for its intended purpose, in conformance with the Plans, and free from deficiencies in design, materials, construction and workmanship. If, during the Warranty Period, Construction Manager shall notify Subcontractor of any breach of or non-conformity with the foregoing, Subcontractor shall within three (3) days take such remedial action as may be necessary to correct the deficiency. Subcontractor shall be solely responsible for all costs associated with the foregoing, including any and costs incurred by Construction Manager as a result of such deficiency or the remediation thereof. Any such costs may be deducted from Retainage (as defined below) or any other outstanding amounts then due Subcontractor.

5. Any and all information requested by Construction Manager for any manual must be received before any Retainage will be released.

6. All Work shall be completed in a workman-like manner and shall meet or exceed the industry standard construction practices. All installation techniques shall be performed by tradesmen skilled in that trade holding appropriate certifications as required by governing bodies. Subcontractor may be required to provide copies of such certifications.

7. Subcontractor shall:

a) Construct and submit any and all samples requested for approval by Construction Manager.
b) Provide temporary construction measures as required to complete the Work.
c) Pay all taxes, fees and delivery charges associated with the Work.
d) Complete all Work per the Subcontractor Proposal, Plans and Contract.
e) Secure all required approvals from governing authorities related to the Work.

8. Subcontractor shall be responsible for keeping his part of the job clean and orderly in a manner satisfactory to Construction Manager. Subcontractor must provide continuous clean up of his related construction debris. Construction Manager will provide dumpsters (at no cost to Subcontractor) for the disposal of all non-hazardous debris. Subcontractor shall provide and pay for the removal and proper off-site disposal of their own generated hazardous waste debris.

9. To the extent that Construction Manager has obligations towards Construction Manager, whether by agreement or law, with regards to hazardous materials, Subcontractor shall have those same obligations towards Construction Manager as they are related to the Work.

10. Subcontractor shall, at all times, be personally represented by a competent foreman or superintendent at the Site who shall be authorized to act for Subcontractor in all matters and for whose act or neglect Subcontractor shall be responsible. All notices or directions with respect to the Work shall be deemed to have been given to Subcontractor if given directly to such individual. Such foreman or superintendent shall provide professional representation throughout the course of construction to ensure professionalism, attitude, and quality of workmanship, and shall attend all job meetings requested by Construction Manager.

11. The Subcontractor shall prepare and furnish to Construction Manager all designs, shop drawings, material/equipment fixture cut sheets, certifications, and product literature related to the Work, including, if applicable, design drawings bearing the seal of an approved licensed professional, and shall not begin or commence any portion of the Work until such drawings have been reviewed and approved by Construction Manager. In the event Subcontractor commences any Work prior to receiving approval of such drawings, any such Work which is defective shall be repaired or corrected by Subcontractor at Subcontractor's sole expense. Subcontractor shall, in the course of preparing such drawings, review the Plans as they relate to the Work and shall inform Construction Manager of any problems/discrepancies found before Work begins.

12. Subcontractor shall not scale construction drawings. All written dimensions shall take precedence. Subcontractor shall report to Construction Manager any discrepancies or inconsistencies identified in the construction drawings or documents with actual conditions.

13. Subcontractor shall be responsible for all temporary bracing required to maintain plumbness and stability during the construction/erection of the Work. All measures must remain in place until the integrity of the Work and safety of the field personnel are no longer a concern.

14. Subcontractor shall be responsible for identifying and installing all suitable control joints (roof, walls, and floors) required by job conditions. All proposed jointing must be approved by Construction Manager prior to installation.

15. All guaranties or warranties issued by third parties with respect to the Work or any component thereof shall inure solely to the benefit of Construction Manager immediately upon completion of the applicable portion of the Work, including, for the avoidance of doubt, any manufacturer's warranties with respect to any portion of the Project. Subcontractor shall ensure that all such guaranties and warranties are held in the name and for the benefit of Construction Manager.

16. At the completion of the Project, Subcontractor shall submit, in quantities established by Construction Manager, all written warranty information (including warranty letter from Subcontractor and all manufacturer's warranties), operation and maintenance manuals, and full-size hard copies and electronic files of as-built drawings to Construction Manager prior to the release of any Retainage. If requested, Subcontractor shall provide Construction Manager with verbal operational instruction. Subcontractor shall be responsible for payment of all overnight shipping/packaging of the foregoing.

17. Subcontractor shall take all reasonable measures and provide all reasonable protection to prevent injury, damage, or loss to: (1) employees on the Project and all other persons who may be affected by the Work; (2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of Subcontractor or the Subcontractor's subcontractors or sub-subcontractors; and (3) other property at or adjacent to the Site, such as, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction. Subcontractor shall promptly remedy damage and loss (other than damage or loss insured under the liability or builder's risk insurance policies of the Construction Manager or Construction Manager) to property referred to in clauses (2) and (3) above caused in whole or in part by Subcontractor or sub-subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

18. Subcontractor shall submit an itemized invoice in American Institute of Architects format to Construction Manager for approval on the 20th of each month for Work projected through the end of that month. If such invoice is approved, Construction Manager shall pay Subcontractor such amount (less any Retainage or back-charges) forty-five (45) days from the date of such invoice or upon payment for such Work by Construction Manager, whichever is later. Retainage in the Retainage Amount ("Retainage") will be withheld until the latest of (a) completion of all Work in accordance with this Contract plus ninety-one (91) days, (b) Project completion, or (c) full payment and release of retainage by Construction Manager.

19. Construction Manager may withhold approval of a payment invoice in whole or in part based upon: (a) failure to perform the Work in accordance with this Contract, including defective or nonconforming Work or delay in the performance of the Work, (b) loss or damage arising out of Subcontractor's performance of the Work, or (c) Subcontractor's failure to properly pay for labor, materials or equipment used in connection with the Work or to secure a release of liens in form and substance satisfactory to Construction Manager in relation to such payment.

20. Each month Subcontractor shall submit and sign a release and waiver of claims (a "Release") in form and substance satisfactory to Construction Manager for all Work for which Subcontractor has been paid, to the date of the Release, prior to receiving further payments.

21. Prior to final payment to the Subcontractor, Subcontractor shall submit and sign a final Release of all liens and claims associated with the Work in form and substance satisfactory to Construction Manager together with any affidavits related thereto which may be required.

22. Subcontractor shall promptly pay all bills for labor and materials performed and furnished by others in connection with the construction and equipping of the Project and the performance of the Work and obtain receipts and other evidence of such payment.

23. Subcontractor shall maintain and provide current release and waiver of claims documentation from all subcontractors and materialmen contracted by it, for the period of time up to and including the last payment from Subcontractor. Subcontractor shall also obtain a final release of liens and all claims from all subcontractors and materialmen providing labor or materials for the Project prior to final payment upon Project completion.

24. If Subcontractor should fail to carry forward and complete the Work as provided in this Contract and required by the construction schedule, or shall violate any other term or provision of this Contract, then Construction Manager may, without prejudice to any other right or remedy (a) suspend payment in whole or in part, (b) deduct costs related thereto from outstanding payments or Retainage, or (c) terminate the employment of Subcontractor after giving him twenty-four (24) hours written notice of his intention to do so and may there upon take control of the Work. Construction Manager retains the right to purchase any unused materials from Subcontractor. Subcontractor shall be compensated for work completed to date of the written notice of termination.

25. Any request for an increase in the Contract Price due to a change in the nature, scope or components of the Work will only be allowed where written approval by an authorized representative of Construction Manager has been given prior to the execution of such changed Work. Such claims must be made in writing to Construction Manager within two (2) days of Subcontractor's discovery of such claim.

26. Subcontractor shall be liable, to the same extent as Construction Manager, on any guarantee or any warranty supplied by Construction Manager to Construction Manager which relates to the Work.

27. In the event that Construction Manager stops the work and terminates its Contract with Construction Manager, then Construction Manager shall notify Subcontractor in writing that this Subcontract is also terminated. Construction Manager will be liable to Subcontractor to pay for Work completed only to the extent that Construction Manager receives payment from Construction Manager for such Work. Construction Manager shall not be liable to Subcontractor for any loss of profits, incidental or consequential damages resulting from early termination.

28. Subcontractor shall be solely responsible for making sure that the Work complies with all applicable federal, state, and local laws and regulations, including but not limited to the requirements of OSHA and any and all applicable hazardous substances standards. Any violation of laws, rules and regulations by Subcontractor or his agents will be the sole responsibility of Subcontractor and Subcontractor will hold Construction Manager harmless from any loss resulting therefrom. Subcontractor shall require each of its employees, subcontractors and workers to complete the Worker Job Site Safety Orientation Program and execute the acknowledgement form attached hereto as Appendix K. Subcontractor further acknowledges and agrees that it will be required to pay all penalties specified in Appendix K and any OSHA violations, including but not

limited to costs incurred by Construction Manager, for the failure of its employees, subcontractors and/or workers to comply with the safety standards and expectations specified therein.

29. Subcontractor shall not erect or permit any of its subcontractor or materialman to erect, any signs or signage at the Site without the express prior written consent of Construction Manager.

30. Subcontractor shall treat all information relating to the Work and all information supplied to Subcontractor by Construction Manager as confidential and proprietary information of Construction Manager and shall not permit its release to other parties or make any public announcement or publicity releases without Construction Manager's written authorization. Subcontractor shall also require its subcontractors and materialmen to comply with this requirement and shall insert the terms of the provisions of this paragraph in all contracts and/or agreements executed in connection with the Work.

31. Construction Manager may choose to register the Project on the publicly accessible Internet website known as the State Construction Notices Directory by filing a Notice of Commencement prior to the commencement of labor, work or the furnishing of materials that may give rise to a mechanics' lien. If Construction Manager has filed a Notice of Commencement prior to the date of this Agreement, said Notice of Commencement is attached hereto as Appendix G. Construction Manager will make reasonable efforts to ensure that a Notice of Commencement filed after the date of this Agreement is made part of the Contract Documents, but Subcontractor acknowledges and agrees that it is solely responsible for monitoring the State Construction Notices Directory for the filing of a Notice of Commencement for the Project.

A subcontractor that fails to file a Notice of Furnishing on the Department of General Services publicly accessible website as required by the act of August 24, 1963 (P.L. 1175, No. 497), known as the Mechanics' Lien Law of 1963, may forfeit the right to file a mechanics lien. It is unlawful for a searchable project Construction Manager, searchable project Construction Manager's agent, contractor or subcontractor to request, suggest, encourage or require that a subcontractor not file the required notice as required by the Mechanics' Lien Law of 1963.

APPENDIX D
INSURANCE AND INDEMNIFICATION

Insurance

Subcontractor, at its own expense, shall procure, carry, and maintain on all of its operations for all and any ongoing Work, workers' compensation and employer's liability insurance covering all employees; commercial general liability ("CGL") insurance; and automobile liability insurance. Minimum coverage limits shall be in accordance with the requirements listed below. Subcontractor shall name those identified as Additional Insureds on page 2 as additional insureds on Subcontractor's general liability policy using ISO form # CG2010 11/85 or its equivalent (including completed operations). Subcontractor is to maintain CGL coverage, including the "additional insured" provision, for a period of three (3) years after completion of any work. It is hereby understood and agreed that any Insurance obtained by Construction Manager is deemed excess, non-contributory and not co-primary in relation to the CGL coverage procured by the Subcontractor.

Subcontractor shall provide to Construction Manager, prior to commencement of Work, a certificate from the insurance company confirming that such insurance is in force. Subcontractor's insurance will not be canceled without thirty (30) days written notice to Construction Manager. All insurance coverage shall be placed with a carrier rated "A-" or better by A.M. Best Co.

Required Limits shall be:

Minimum Commercial General Liability Coverage (Occurrence Basis):
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 General Aggregate
$1,000,000 Any One Occurrence (Coverage A)
$1,000,000 Any One Person or Organization (Coverage B)
Per Project General Aggregate

The CGL aggregate limits apply on a per project basis. The policies shall be endorsed to be Primary and Noncontributory to any insurance carried or provided by Construction Manager.

Minimum Automobile Liability Coverage:
$1,000,000 Each Accident (written on a comprehensive basis)

Minimum Employers Liability Coverage (Part Two on the Workers' Compensation policy):
$1,000,000 Each Accident
$1,000,000 Each Employee for Injury by Disease
$1,000,000 Aggregate for Injury by Disease
Minimum Excess Liability (Umbrella Form)
$2,000,000 Each Occurrence
$2,000,000 Aggregate

Indemnification and Waiver of Subrogation

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Construction Manager, its subcontractors, the architect/engineer, Construction Manager and their agents, consultants and employees (the "Indemnitees") from and against all claims arising for bodily injury and property damage that may arise from performance (or lack thereof) of the Work by Subcontractor, Subcontractor's subcontractors, or anyone employed directly or indirectly by them or by anyone for whose acts they may be liable, to the extent caused by the negligent acts or omissions of such parties. In claims against any Indemnitee under this section by an employee of Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor or Subcontractor's subcontractors under workers compensation acts, disability acts or other employee benefit acts. Subcontractor hereby waives all rights against Construction Manager and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements above.

APPENDIX E
SUBCONTRACTOR SAFETY NOTICE

In reference to that certain Contract dated as of _____ (the "Contract", capitalized terms used herein shall have the meanings ascribed therein) by and between **NORTH STAR CONSTRUCTION MANAGEMENT, INC.** and _____, to which this Subcontractor Safety Notice is appended and incorporated by reference, Construction Manager requires that before commencing Work, the safety director (or equivalent position) of Subcontractor must sign this document as an agreement to comply with the terms listed below and an acknowledgement thereof.

- Subcontractor shall be responsible for ensuring that its employees comply with all applicable local, state, and federal safety requirements (including Occupational Safety and Health Administration ("OSHA") laws and regulations), as well as Subcontractor's safety policy. Subcontractor is aware that it is not Construction Manager's responsibility to implement Subcontractor's policy. All equipment, chemicals, and procedures used by the Subcontractor to perform the Work will meet all OSHA requirements.
- Subcontractor shall be willing and able to provide a current copy of certificate of insurance to meet the requirements of the Insurance and Indemnification provisions of the Contract for workers' compensation and general liability coverage prior to commencing Work.
- Subcontractor shall provide a copy of all material safety data sheets ("MSDS") for any product that is being used in connection with the Work to the North Star main office. These sheets will be job specific. Subcontractor shall also maintain a copy of the MSDS sheets on Site at all times.
- Subcontractor's foreman shall conduct regular safety meetings with Subcontractor's employees as well as any subcontractor or supplier it retains for the Project. Construction Manager's superintendent will meet with Subcontractor's foreman to review safety issues at those times deemed necessary by either party.
- If any employee of Construction Manager would happen to observe any safety violations, Subcontractor's supervisor will be notified. However, handling safety is still the sole responsibility of Subcontractor.
- Subcontractor shall supply the North Star main office with the following: a copy of their company safety policy, all safety certification and competent person documentation
- Subcontractor shall have a designated safety person on Site at all times who is considered a "competent person" under OSHA standards.

Subcontractor acknowledges and agrees with the above requirements:

_____ By: _____
Name/Title:

APPENDIX F
SUBCONTRACTOR WAIVER AND RELEASE

WHEREAS, the undersigned Subcontractors (which term shall include material suppliers and subcontractors of subcontractors) have furnished labor and/or materials upon a lot of land or building known as _____, _____, Pennsylvania ("Property"), for the benefit of _____ ("Owner"), and have agreed, upon the receipt of the funds set forth below (the "Payment"), which Payment constitutes all sums due or owing to Subcontractor for work performed through _____ (the "Release Date"), to release all liens which each has or might have in the future on the improvements and the Property by reason of materials furnished or work performed thereon through the Release Date.

Current Payment Due: $_____

Total Billed to Date (including Current Payment): $_____

NOW, THEREFORE, in consideration of the Payment and other valuable consideration, and intending to be legally bound, it is hereby stipulated and agreed by and among the parties, as part of the contract for the materials to be furnished and the work to be performed, each of the undersigned shall, upon receipt of the Payment, irrevocably and otherwise unconditionally waive, remise, release and forever quit-claim to Owner, and their heirs and assigns, all liens, claims and demands which each of the undersigned now has or might or could have or could have had heretofore, concurrently or hereafter, on or against the interest of Owner in the improvements and the Property for materials furnished or work performed on or prior to the Release Date; so that Owner, and their heirs and assigns shall hold and enjoy the improvements and the Property free and clear from all liens, claims or demands for materials furnished or work performed by the undersigned, all of which are hereby waived, released and discharged.

AND the undersigned respectively warrant and acknowledge that upon receipt of the Payment they shall have been fully compensated for any and all materials furnished and work performed on the Property on or prior to the Release Date, and that, other than the Payment, no compensation in any form is now or shall hereafter become due for any materials furnished or work performed on or prior to the Release Date. Furthermore, each of the undersigned respectively warrant that (i) all laborers employed by them on the Property have been fully paid, and all materials furnished in relation to the Property have been fully paid for, and than no laborer or supplier has nor or shall have in the future, in relation to work performed or materials supplied prior to the date hereof, any lien, claim or demand against the Property, and (ii) no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by such undersigned for or in connection with any material, appliances, machinery fixtures, or furnishings used on or in connection with the Property.

IN ANY EVENT, other than a failure by Owner to make the Payment, that any mechanic's liens are filed against the Property or any portion thereof, the undersigned agree to cause the same to be removed forthwith at each undersigned's sole cost and expense as it relates to said subcontractor's work performed or failure to perform work at the Property on or prior to the Release Date and, in such event, the respective subcontractor agrees to indemnify and hold

harmless the Owner for any loss or damage sustained by them, or either of them, as a result of the filing of such liens, including legal fees, incurred in discharging such liens or enforcing this Waiver and Release.

IN WITNESS WHEREOF, the undersigned have duly executed this Waiver as of the __ day of _____, 20__.

WITNESS:

_____

Date: _____

SUBCONTRACTOR: _____

Name: _____

By: _____

Title: _____

WITNESS:

_____

Date: _____

SUB - SUBCONTRACTOR:

Name: _____

By: _____

Title: _____

WITNESS:

_____

Date: _____

SUB - SUBCONTRACTOR:

Name: _____

By: _____

Title: _____

WITNESS:

_____

Date: _____

MATERIAL SUPPLIER:

Name: _____

By: _____

Title: _____

APPENDIX G
OWNER'S NOTICE OF COMMENCEMENT
(if applicable)

APPENDIX H
PENNSYLVANIA PREVAILING WAGE ACT PROVISIONS

APPENDIX I
NEIGHBORHOOD IMPROVEMENT ZONE (NIZ) REQUIREMENTS

This Project is located within the Allentown Neighborhood Improvement Zone (NIZ) and will be utilizing NIZ funding. The NIZ program was established by Act 50 of 2009 and Act 26 of 2011. Most state and local taxes collected by businesses within the Allentown-based NIZ (including various taxes related to construction activities) will be used to repay bonds issued by the Allentown Neighborhood Improvement Zone Development Authority (ANIZDA) to fund various economic development projects within the zone, including an arena, and provide funding for redevelopment projects within the NIZ undertaken by private developers.

1. **Subcontractor Directory.** Within ten (10) days of engaging a subcontractor, Contractor must provide the NIZ Advisor (identified below) with a list of each subcontractor with whom they will be contracting to provide labor and materials for this project. Contractor shall include complete and accurate contact information for each subcontractor, including name, address, phone number, and e-mail address.

2. **Reporting Requirements.** Contractor and its subcontractors shall strictly comply with the following NIZ Reporting Requirements:

(a) Within fifteen (15) days after being awarded a contract, Contractor and subcontractors shall schedule a meeting with the NIZ Advisor to review the NIZ Reporting Requirements. At this meeting, Contractor and subcontractors shall provide the NIZ Advisor with an appropriate contact person within their organization that can provide information concerning their respective Pennsylvania and local payroll taxes, sales, and use taxes and City of Allentown's Business Privilege Tax ("NIZ Revenue Taxes").

(b) In order to perform work in the NIZ, the contractor and its subcontractors must be a NIZ Qualified Business. This is achieved by providing a physical address within the NIZ. This will be coordinated and assigned by the NIZ Advisor during the NIZ Reporting Requirements meeting.

(c) Must obtain a business license from the City of Allentown for each calendar year that the Contractor and its subcontractors work in the NIZ. A copy of any/all licenses must be emailed to the NIZ Advisor within fifteen (15) days of reviewing the NIZ Reporting Requirements with the NIZ Advisor.

(d) Submit monthly reports on the 15th of each month for the prior month's NIZ Revenue Taxes. Reporting should reflect cash basis (not accrual).

(e) An Exhibit shall be included in the contract documents that reflects the reports that will be due on the 15th of each month for the prior month's NIZ Revenue Taxes:

(i) **Form A**: NIZ Monthly Report
(ii) **Form B**: NIZ Sales Use Tax Details
(iii) **Form C**: NIZ Use Tax Details

Back up, documentation will be required for all sales and use taxes. The NIZ Advisor will provide direction to the Contractor and subcontractor concerning the completion and submission of the required documentation and organization of the backup documentation to comply with the NIZ.

(f) General demographic information about the contractor, its subcontractors, and vendors must be provided to the NIZ Advisor within fifteen (15) days of meeting to review the NIZ Reporting Requirements. This includes:

(i) Legal Entity Name
(ii) Federal Employer Identification Number (FEIN)
(iii) Contact Person
(iv) Contact Email
(v) Contact Phone Number
(vi) Mailing Address
(vii) City of Allentown Business License Number
(viii) City of Allentown Account Number

(g) At the end of each calendar year, Contractor and its subcontractors must provide any additional paperwork required in order to complete the official forms for the PA Department of Revenue and the City of Allentown. Please use these additional exhibits:

(i) **Form D**: NIZ Year-End Payroll Template – Summary of W3 Information
(ii) **Form E**: NIZ Sales & Use Tax Reconciliation
(iii) **Form F**: NIZ Information Request Form

(h) All Microsoft Excel spreadsheets must be returned via email in Excel (.xls or .xlsx) format. PDF documents will not be accepted.

(i) In each January following a year in which they performed work for this project, Contractor and its subcontractors must provide all required NIZ documentation to the Authorized Accountant to enable the Authorized Accountant to complete all end-of-year NIZ reporting to the Pennsylvania Department of Revenue and the City of Allentown.

(j) Contractor and its subcontractors shall sign and deliver an Acknowledgement Letter and Power of Attorney in favor of the Authorized Accountant to enable them to perform the year-end compliance. These are included as exhibits.

(k) Contractor and its subcontractors shall, respectively, keep records of and report as NIZ Revenue Taxes, all sales and use taxes paid by it in the course of providing labor and materials for this project, whether or not the sales and use taxes are charged to Owner.

NOTE: These requirements may be modified, supplemented, replaced, or eliminated. The NIZ Advisor will provide all parties with the most up-to-date information as the project progresses.

3. **Failure To Comply.** The Contractor and subcontractors acknowledge and agree that:

(a) Failure to timely comply with the applicable NIZ Reporting Requirements shall be deemed a default under their respective contract. Contractor acknowledges and agrees that a failure by any of its subcontractors to comply with the NIZ Reporting Requirements shall be a default under its contract.

(b) NIZ Advisor is authorized to document and report all instances of contractors and its subcontractor's non-compliance with any of the NIZ Requirements to the Contractor and other contractors, construction managers and/or developers who have engaged the NIZ Advisor to perform services on any project utilizing NIZ funding, and request payment be held.

(c) NIZ Advisor is authorized to recommend to the developer and construction manager not to utilize contractors and its subcontractor on future NIZ projects if contractors and its subcontractor does not comply with the NIZ requirements.

4. **NIZ Advisor.** The NIZ Act requires specific tracking, documentation, and reporting of monies utilized. To assist with the administration of reporting processes, the construction manager has retained a "NIZ Advisor" for the Project to assist all contractors, including its sub-tier contractors (at NO COST to them), with compliance with the NIZ Reporting Requirements.

For purposes of this Contract, the NIZ Advisor is:

Edge Business Solutions
702 W Hamilton Street
Suite 200
Allentown, PA 18101
610-417-4274
celenehadeed@edgebizsol.com

5. **Authorized Accounting Firm.** For purposes of this contract, the Authorized Accounting Firm ("Authorized Accountant") for NIZ compliance is:

Regan, Levin, Bloss, Brown & Savchak, P.C. (aka *RLB Accountants*)
702 W Hamilton Street
Suite 200
Allentown, PA 18101
610-434-7700

6. **Copyrighted Material.** Forms A - F are copyrighted to Celene Hadeed, President of Edge Business Solutions, and cannot be utilized for other projects without official written consent of Ms. Hadeed.

[signature page follows]

Contractor hereby agrees with the above requirements.

CONTRACTOR:

[Legal Name of Contractor]

By: _____

Name: _____

Title: _____

Dated: _____

APPENDIX J
SMOKING POLICY

NORTH STAR
Construction Management Inc.

Subcontractor agrees and understands that smoking is not permitted in any enclosed building located at the project site. Smoking will be permitted in certain areas as deemed appropriate by North Star's Project Manager and / or Superintendent. Subcontractor further understands that it is required to notify all of its employees, subcontractors and suppliers regarding this policy and that if any employee of its company, its subcontractors or suppliers is found to be in violation of this policy, they will be immediately and permanently removed from the project site and that North Star will bear no responsibility for any related expense, lost time or productivity. Additionally, Subcontractor recognizes and agrees that, after a second related offense, there will be a $1,000 fine assessed and that this expense will constitute a corresponding reduction to the agreed upon contract price.

Subcontractor hereby certifies that it has received, read, and understands North Star's Smoking Policy. Furthermore, Subcontractor agrees to abide by all terms of this Policy while working on the referenced project and acknowledges that all of its employees and appropriate representatives of its subcontractors and suppliers have been or will be notified of this policy prior to performing any work on site.

Project: [INSERT PROJECT NAME]

_____
Subcontractor Company Name

_____
Authorized Representative Signature

_____
Authorized Representative Name and Title

_____
Date

APPENDIX K
WORKER JOB SITE SAFETY ORIENTATION PROGRAM

NORTH STAR
Construction Management Inc.
STE 208 | 645 W. HAMILTON STREET | ALLENTOWN, PA 18101

North Star Worker Job Site Safety Orientation Program – "Top 10 List"

Decal # _____

North Star Construction Management, Inc. (NORTH-STAR) is dedicated to providing a safe workplace to all workers and subcontractors. The following standard of safety excellence will be maintained and be in effect for the duration of the job. Safety is a #1 priority! All contractors, subcontractors and their workers, and anyone hired by them, are expected to comply with all federal, state and local regulatory minimum requirements. All workers must attend safety orientation training prior to conducting any work on, or at this site. At the successful conclusion of the orientation training, each worker will receive a numbered work site sticker to be visibly placed on the front third of their hard hat denoting having received safety orientation training. It is the responsibility of the subcontractor to contact the North Star Construction Management Inc. site Superintendent to schedule this orientation training 'in advance' (minimum 12 hours) of any work that is to take place by any of their workers, or their sub-contractor's workers.

The consequences to sub-contractors, and as well as worker consequences for failure to comply, are listed below for first, second and third offenses. Should an individual worker receive a third category specific offense, it should be noted that the worker's numbered work site orientation sticker will be removed from their hard hat AND the worker will be IMMEDIATELY dismissed from the jobsite. Financial penalties shall be deducted from monies due to the subcontractor.

SAFETY CATEGORIES…

1. Personal Protective Equipment

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) 100% Hard Hat
b) Eye Protection (Z-87) – Required when working in the vicinity of any operation when there is a hazard to the eyes of a flying particle, splash, or injury to the eyes. "Additional eye/face protection" when deemed necessary per your company's written "task / risk assessment." Workers requiring prescription eyewear are required to either have compliant Z-87 frames & lenses or wear a compliant safety visitor spec over their glasses. Companies who have workers who wear 'Contact Lens' must evaluate suitability that potential work activities and/or hazards (i.e. dusts, fumes, vapors, splashes, IR light, radiation, etc.) associated with such work will not negatively affect the worker while wearing contact lenses.
c) 100% Leather Work Shoes/Boots (Safety-Toe Work Shoes/Boots are required if workers are exposed to risks where dropping, crushing and/or rolling accidents could occur.) No sneakers, sandals or open toe shoes.

d) 100% High-Visibility Vest/Shirt/Coat (**OUTERWEAR**).
e) Respiratory Protection (Program required when working with Silica, Dusts, Mists, Vapors, Fumes and/or other airborne contaminants with regulated permissible exposure limits (PEL). All segments of the Respiratory Protection Compliance Program (RPCP) must be available immediately for review upon request.)
f) Hearing Protection (to be used by all employees exposed to noise levels above 85 decibels.)
g) Work Gloves as detailed per specific work duties listed in your company's Site-Specific written risk assessment plan.
h) Work Clothes appropriate for jobsite. - No shorts. No sweatpants. No cut-off t-shirts, offensive wording or pictures of any kind are permitted in a North Star Construction Management Inc. jobsite. (Failure to comply may result in immediate removal from site.)
i) Comply with any other federal, state or local regulatory requirement in this category.

2) Hazard Communications

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site.

a) Company Hazardous Compliance Program (HCP) and workers have Material Safety Data Sheets (MSDs / SDS) readily available for all chemicals and materials on site.
b) Proper Personal Protective Equipment (PPE) being used based on employer's written worksite evaluation & recommendations of chemical manufacturer.
c) All chemical containers in legal condition and properly labeled. Secondary container properly labeled.
d) Flammables are stored outside of building or structure when not being used, or is an approved, rated & properly installed Fire-Proof Cabined.
e) Fuel Containers – (Gasoline, Diesel, Kerosene, etc.) Stored in approved metal cans, properly labeled with spring caps in working conditions.
f) Employees are trained in the hazards & safe use the materials they are using. When in doubt… READ (and Re-Read) THE LABEL!
g) "Silica Written Safety Plan" submitted to GC for all silica operations PRIOR to beginning work. Workers adhering 100% to plan.
h) Portable fuel tanks properly labeled, protected and secured. Tanks must be either double walled …or placed in approved spill prevention base.
i) Comply with any other federal, state or local regulatory requirement in this category.

3) Fire Extinguishers & Fire Prevention

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) Fire extinguishers are readily available related to work tasks and duties, inspected monthly with tags documenting inspection dates and condition.
b) Inspections of work areas required daily by all contractors on site regarding fire and housekeeping hazards. Clean up your work areas daily.
c) Written Fire Watch program prepared and submitted evaluating & documenting action plan for all Hot Work (welding, torches, soldering, etc.) prior to Hot Work being conducted. Workers complying with all details of Fire Watch program.

d) No smoking within 25 feet of any structure. No smoking within 50 feet of any fuel tanks and/or fuel /bottled gas storage areas. Smoking areas will be designated on North Star Construction Management Inc. jobsites. Know where these areas are.
e) Comply with any other federal, state or local regulatory requirement in this category.

4) Electrical & Hand & Power Tool Safety

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) 100% GFCI protection being used.
b) Generators in proper working order.
c) Plugs, cords and receptacles inspected for damage. No illegal repairs. Damaged equipment tagged 'out-of-service' and removed daily from jobsite.
d) PA-One-Call rules followed with all digging, excavating and utility work.
e) Proper minimum distances are maintained from overhead powerlines per OSHA rules. Spotters may be needed when equipment is near utility lines.
f) Tools & equipment inspected daily before use- damaged items immediately tagged and taken "out of service". All shields and guards in place.
g) Tool handles in good condition.
h) Mushroom heads on tools & pins removed from service.
i) Wet cutting only! …when using chop saws & roads saws to minimize silica dust. Air Purifying Respirators with HEPA filters as alternative protection.
j) HEPA-Vacuum systems may also be used to manage dust with drilling, boring, sawing, cutting and other operations.
k) Comply with any other federal, state or local regulatory requirement in this category.

5) Ladder Safety

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) All Ladders inspected before use. (Damaged ladders immediately removed from service and tagged.)
b) Extension ladders secured when in use.
c) Minimum 36 inches of extension ladder extending above surface being accessed.
d) A-frame step ladders – Workers never standing on top two (2) steps per manufacturer's directions. No work on leaning ladders unless approved for that purpose. A-frame step ladders (top steps) are never used to access upper elevated work areas. (Extension ladders only.)
e) Comply with any other federal, state or local regulatory requirement in this category.

6) Fall Protection

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) Competent person named and onsite 100% of time working at heights over 6 feet.
b) All workers 100% protected at heights above 6 feet. Workers conducting Scaffolding, Roofing, Steel Erection and/or other specifically detailed OSHA activities must comply with all current specific Federal, State and Local regulations and requirements.
c) All workers fully trained in the use & inspection of safety equipment, regulatory compliance requirements, and company safety policy regarding working at heights prior to engaging in work activities.

d) All occupants of scissors lifts, boom lifts and/or platforms must be tied off and/or protected from falls per current regulatory requirements and follow all manufacturers' requirements.
e) All Drop zones fully cordoned off.
f) Comply with any other federal, state or local regulatory requirement in this category.

7) Scaffold Safety

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) Competent person named and onsite 100% of time staff is working on scaffolding.
b) Scaffold inspected and documented daily by a competent person.
c) Base plate, mud sills and levelers properly installed. Frames are plum.
d) Work areas fully planked. Guard rails properly placed.
e) Frame scaffold tied to structure at appropriate distances.
f) Erected (and/or directed) by competent scaffold person(s) and tied off during erection.
g) All Drop zones must be fully cordoned off.
h) Appropriate ladders and/or stairs used to access scaffolding work areas.
i) Workers fully protected from falls anytime workers are on scaffolding at heights of 10 feet and greater.
j) Work-platforms attached to 'telehandler type' equipment… **must**:
    1) Have documentations for use of platform with specific model lift
    2) Conform with platforms regulatory specifications
    3) Be permanently attached while in use
    4) Have operator on machine seat 100% of the time a load is elevated and/or personnel are in platform
    5) Assure workers are 100% protected from falls by conventional approved fall protection methods
    6) Comply with all federal, state and local regulatory requirement and manufacturer's directions

8) Trenching & Excavating Safety

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) Competent person designated and onsite 100% of time working in any excavations. The excavation crew is to understand the soil classification.
b) PA-One-Call system activated by each party to excavate or break ground, and all rules will be followed. Working near overhead wires
c) Escape ladder(s) and/or ramp(s) properly in place at all working excavations deeper than 4 feet.
d) Excavation protective system(s) in place for all working excavations deeper than 5 feet.
e) Engineered excavation plan for excavations deeper than 20 feet.
f) Confined space work conducted in accordance with regulatory requirements.
g) Air monitoring done in all Confined Space work and open excavations prior to entering.
h) Spoil pile at least 2 feet back from excavation edge.
i) Comply with any other federal, state or local regulatory requirement in this category.

9) Heavy Equipment Operation

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) Operators with all necessary current certifications. Copies of wallet cards are to be turned into site office prior to working.
b) Seat belt shall be worn when operating all equipment.
c) Daily equipment inspection documented. Back up alarms working or full-time spotter whenever equipment is backing up.
d) Crane operations per OSHA requirements and standards. Drop zones cordoned off prior to lifting. Submitted and approved lift plans being utilized.
e) All rigging & sling materials inspected before use & with-in legal use guidelines. Damaged items tagged 'Out-Of-Service' & removed daily from site
f) Keys out of equipment ignition and equipment secured at end of shift. Cab doors are to be locked after work shift when possible.
g) Any other equipment operation violations.
h) Comply with any other federal, state or local regulatory requirement in this category.

10) General Safety Rules & Expectations

- 1st offense: Written Warning
- 2nd offense: $250 penalty
- 3rd offense: $1,000 penalty and removal from the job site

a) Persons working on this jobsite shall attend site safety orientation PRIOR to starting work. Training seats must be 'reserved' at least the day before work is to begin. Failure to reserve training time may result in wasted production time as untrained workers will not be permitted to work onsite.
b) All works and companies shall fully comply with all additional site rules, regulations and directives instituted by North Star Construction Management Inc. and/or the site ownership.
c) Housekeeping – Work areas are to be safely maintained throughout the duration of the workday. Daily clean-up of your company's work areas is **required**. Special consideration is to be focused on, but not limited to, the areas of slips, trips & falls, exits and walkways, fire prevention, and job site organization. Failure to comply may result in "clean-up fee charge-backs" in addition to the above listed penalties.
d) Parking only in designated areas. Keep all parking areas orderly and clear of trash and debris.
e) Material staging areas are to be kept litter free, orderly and free of safety and environmental hazards.
f) Report any environmental issue immediately to North Star Construction Management Inc. site management and activate your company's 'Environmental Spill Control Plan' immediately.
g) Report any accidents, incidents and 'Near-Miss' issues immediately to North Star Construction Management Inc. site management.
h) Comply with all other federal, state or local regulatory requirement.

****

I, (*print name*) _____, an employee of:
_____ ,have been oriented in the 'basic' safety rules and expectations for this jobsite, and agree to comply with these rules and all federal, state and local regulatory requirements, and General Contractor rules and requirements, and I and my company accept the consequences for failure to comply with these minimum safety standards & expectations.

Decal # _____
Signature: _____
Print Name: _____
Date:_____
NORTH-STAR Trainer Signature: _____
Print Name: _____
Date: _____

APPENDIX L
SUBCONTRACTOR CERTIFICATE OF INSURANCE

PREVAILING WAGE COMPLIANCE DECLARATION

The Contractor hereby agrees to comply in all respect with the Pennsylvania Prevailing Wage Act 442 as amended. A copy of the prevailing wage rates pertaining to the Work and issued by the Pennsylvania Department of Labor and Industry entitled, "Prevailing Wage Project Rates," is included in the Contract Documents issued by Construction Manager for Bid. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Construction Manager may terminate the Contractor's or Subcontractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay required wages and to prosecute the Work to completion or otherwise. The Contractor and his sureties shall be liable to the Construction Manager for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Construction Manager of any sum or sums due to the Work, the Contractor or Subcontractor shall file with the Construction Manager, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the Work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said Pennsylvania Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of _____having Principal offices at.

BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

AFFIDAVIT ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of)

)

) SS:

County of)

)

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

CONTRACTOR

_____
(Type or Print Name)

_____
(Signature)

Sworn to and Subscribed before me this

_____ Day of _____, 20___.

_____

My commission expires: _____

HOLD HARMLESS CERTIFICATION

The Contractor shall indemnify and hold harmless the Construction Manager and its Engineer from and against all attorneys fees, losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought against or recoverable from the Construction Manager and its Engineer by reason of any act or omission of the Contractor, its agents, employees, assigns, and any entity acting in the Contractor's behalf and on the Contractor's direction in the execution of the Work or in consequence of any negligence or carelessness connected with the execution of any Work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the Contractor in failing to review all plans, specifications, and other documents published by the Construction Manager in connection with the preparation and award of the contract.

The Contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the Contractor including his/her negligent failure to notify the Construction Manager of any dangerous condition requiring the Construction Manager's action, during the period including periods when the Contractor is not present on the site but during the progress of Work provided for in the contract until the same shall have been completed and accepted. The Contractor shall also assume all responsibility for any and all loss by reason of the Contractor's negligence or violation of any local, state or federal law, regulation, practice, or order. The Contractor shall give to the Construction Manager authorities and all other appropriate authorities all required notices relating to the Work for which the contract was let including all notices of any dangerous conditions.

The Contractor, in executing this Contract, represents to the Construction Manager that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the Contractors' behalf including any subcontractors.

ATTEST:

_____
Name of Firm

_____ _____
Witness Signature

_____ _____
Please Print Name Please Print Name

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(CONTRACTOR)

_____
(CONTRACTOR'S ADDRESS)

as **Principal**, and

_____
(BONDING COMPANY)

as **Surety**, a Corporation duly organized and existing under the laws of the State of _____

_____
(STATE)

are held and firmly bound unto North Star Construction Management, Inc., 645 W. Hamilton Street, Suite 208, Allentown, PA 18101, County of Lehigh, as **Obligee**, in the sum of

_____
(CONTRACT AMOUNT IN WORDS)

Dollars ($_____), representing 15% of the contract amount, to be paid

(CONTRACT AMOUNT IN NUMBERS)

To the Obligee aforesaid, its certain attorneys, successors or assigns, to which payment, well and truly to be made, we do bind ourselves, our heirs, executors and administrators, and every one of them, jointly and severally, firmly by these presents.

WITNESS our hands and seals this _____ day of _____ in the year of 20_____.

WHEREAS, the said _____
(CONTRACTOR)

Has entered into a written Contract with, North Star Construction Management, Inc., 645 W. Hamilton Street, Suite 208, Allentown, PA 18101, County of Lehigh for:

Micropiles Services for 920 Maple Street

WHEREAS, under said Contract, the Principal guarantees for a term of two (2) years from date of acceptance of the Work by the Construction Manager, to maintain the stability of all materials, equipment and Work and to promptly make good and replace all poor or inferior materials, equipment and Work and to remedy all defects in materials, equipment or workmanship, all shrinkage, settlement, or other faults of any kind whatsoever arising therefrom, at his or their own expense, and to the satisfaction of the Construction Manager, when notified in writing so to do by the Construction Manager; and

WHEREAS, under said Contract, the Principal may, to secure the said guarantee, deposit with the Construction Manager, an acceptable Surety Bond for the faithful performance of said guarantee; and

WHEREAS, the Construction Manager is willing to pay the aforementioned monies including the retained percentage upon being indemnified by these presents.

WHEREAS, the Contractor shall, during the course of construction of the Improvements, give all reasonable protection to the public and maintain such warning devices as are reasonably necessary for this purpose. The

Contractor hereby agrees to indemnify, defend and hold the Construction Manager harmless from any and all actions at law or in equity and any and all claims, damages, loss, cost or expense (including but not limited to attorneys' fees) arising from or related to the Contractor's performance of the Work and/or the breach of any of the Contractor's obligations set forth in this Contract or imposed by law.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain the stability of all material, equipment and Work and shall promptly make good and replace all poor or inferior materials, equipment and Work, and shall remedy all defects in materials, equipment or workmanship, all shrinkage, settlement, or other faults of any kind whatsoever arising therefrom, at his or their own expense and to the satisfaction of the Construction Manager when notified in writing to do so by the Construction Manager for a term of two (2) years from the date of the final acceptance thereof by the Construction Manager, and if the Principal shall indemnify the Construction Manager against any loss or damage by reason of the failure of the Principal so to do, then this obligation is to be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, and it is hereby expressly agreed that if at any time default shall be made in the performance of the terms and the conditions of this bond above specified, then, and in such event, we do by these presents empower the Construction Manager's Solicitor, or any attorney of any court of record in the State, to appear in a Court of competent jurisdiction and have entered in favor of North Star Construction Management, Inc. a judgment against us for the said sum above mentioned, with costs of suit and release of errors, and we do hereby waive the right of inquisition on any real estate, and authorize the Prothonotary to enter our voluntary condemnation of the same and authorize the same to be sold upon a writ of Fieri Facias. We also waive the right of all laws now made or hereafter to be made exempting real or personal property from levy and sale and execution.

This bond shall become effective on the date on which the Construction Manager shall accept, in writing, the Work provided under said Contract, and nothing herein shall impair or lessen to any extent the obligations of the Principal and Surety under and by virtue of the performance bond heretofore entered into by them.

SIGNED, SEALED AND DELIVERED IN QUADRUPLICATE,

THIS _____ day of _____, 20_____.

(Individual Principals sign here)

In the presence of:

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

_____ _____ (SEAL)

(Corporate Principals sign here)

Attest: _____ _____

_____ _____

_____ _____
(SEAL)

(Surety sign here)

Witness:

_____ _____

_____ _____

_____ By: _____

as to Surety (Attorney-in-Fact) (SEAL)

CONTRACTOR'S RELEASE OF LIENS

The undersigned, _____, hereinafter known as CONTRACTOR, for itself, its subcontractors, and all parties acting through or under it, has furnished labor, equipment and materials, for the erection and construction of certain improvements consisting of _____ at property known as _____

(Description)

_____ for the _____

(Location) (Construction Manager)

hereinafter known as CONSTRUCTION MANAGER and has agreed to release all liens which he or any of them have or might have on the improvement and the property by reason of materials furnished or Work performed for erecting and constructing the improvement; and

NOW, contingent upon receipt of final payment from the CONSTRUCTION MANAGER, the undersigned CONTRACTOR, for itself, its subcontractors and all parties acting through or under it, hereby remise, release and forever quit claim to CONSTRUCTION MANAGER, his heirs and assigns all liens, claims and demands which he or any of them now have or might or could have on or against the interest of CONSTRUCTION MANAGER in the improvement and the property for labor or materials previously or subsequently furnished for erecting and constructing the improvement, so that CONSTRUCTION MANAGER, his heirs and assigns shall hold and enjoy the improvement and the property free and clear from all liens, claims or demands for labor or materials furnished by the undersigned CONTRACTOR, which are hereby released and discharged.

CONTRACTOR: _____ BY: _____

ADDRESS: _____ TITLE: _____

Subscribed and sworn to me this _____ day of _____, 20____

_____ My commission expires _____

NOTARY PUBLIC

NOTICE OF AWARD

The Construction Manager, represented by the undersigned, has considered the Bids submitted for the Project in response to the Notice to Bidders and Contract Documents.

Since you are the lowest responsible Bidder, said Construction Manager agrees to accept your Bid in the amount of

_____

(Amount in Words)

$ _____

(Amount in Numbers)

You are hereby notified that your Bid has been accepted for items:

_____

_____

You are required by the Contract Documents to execute a Contract with the Construction Manager and to furnish the required Contractor's Payment and Performance Bond within ten (10) business days from the date of this Notice of Award.

If you fail to execute said Contract or to furnish said bond in writing within ten (10) days from the date of this Notice of Award, the Construction Manager will be entitled to exercise any rights arising out of the Contract Documents, including without limitation Construction Manager's award of the Bid to another Bidder, the re-bidding of the Work, or any other action as the Construction Manager may be entitled to under law.

Dated this_____day of _____, 20___.

By: _____

Construction Manager or Construction Manager's Representative

Name: _____

Title: _____

ACCEPTANCE OF NOTICE: Receipt of the above Notice of Award is hereby acknowledged by the Bidder

this_____day of_____ , 20 __.

By: _____

Name: _____

Title: _____

NOTICE TO PROCEED

To: _____ Date: _____

Project:: _____

You are hereby notified to commence Work on the above referenced Project in accordance with the Contract dated _____, 20___, on or before _____, 20___, and you are to complete all of the Work within__90__consecutive calendar days thereafter. The date of completion of all Work is therefore _____, 20___.

Before you may start any Work at the site, the following items must be completed to the satisfaction of the Engineer:

_____

(Construction Manager)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE to PROCEED is hereby acknowledged this _____ day of _____, 20___

BY: _____

Name: _____

Title: _____

GENERAL CONDITIONS

ARTICLE 1. CONTRACT AND CONTRACT DOCUMENTS

1.1 The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplementary General Conditions, shall form part of the Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

1.2 The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

1.3 The Contract Documents are intended to complement each other, and any item exhibited in one part of the Contract Documents shall be performed as if required in all parts of the Contract Documents. Contractor shall carefully review all portions of the Contract Documents and shall call the Construction Manager's attention to any conflict, omission or ambiguity. Construction Manager's decision as to the true meaning of a disputed or ambiguous term in the Contract Documents shall be final.

ARTICLE 2. DEFINITIONS

2.1 Whenever in the Contract Documents, the following terms are used, they shall have the meaning given here:

A. "Owner" shall mean the Allentown Parking Authority.

B. "Construction Manager" shall mean a person, firm or corporation with whom the Contract is made by the Owner, and primarily liable for the acceptable performance of the Work and for the payment of all debts pertaining to the Work.

C. "Engineer" shall mean that person, firm or organization designated by the Owner, acting directly or indirectly through authorized representatives.

D. "Inspector" shall mean that person, firm or organization and designated assistant representing the Engineer, who are authorized to inspect all materials, appurtenances, and equipment furnished for the Work, and report to the Engineer as to the progress of the Work and the manner in which it is being performed.

E. "Notice" shall mean a written notice.

F. "Plans" shall mean Contract Drawings which accompany the Specifications and show the Work to be constructed, such details and explanatory drawings as may be furnished from time to time during the progress of Work, and drawings furnished by the Contractor and approved by the Engineer.

G. "Subcontractor" shall mean any individual, firm or corporation who contracts with the Contractor to perform Work at or about the construction site, for or on behalf of the Contractor, in a manner other than or in addition to the furnishing of materials, plans and equipment or only labor for the project site. All references to Contractor in the Contract

shall apply equally to Subcontractors of the prime Contractor also for the performance of Work at the site.

H. Whenever in these Contract Documents the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like meaning area used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words of like import shall mean approved by, or acceptable to, or satisfactory to the Engineer, acting in his capacity as consultant and/or inspector for the Owner.

I. "Work" shall mean all matters, services, and things, herein agreed to be furnished or done by or on the part of the Contractor, by employees of the Contractor and any Subcontractor.

ARTICLE 3. INTENT OF DOCUMENTS

3.1 The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. The Engineer, after consultation with the Construction Manager, shall make determinations as to the meaning or intent of any portion of the Specifications or Plans, and where the same may be found obscure or in dispute he shall have the right to correct any errors or omissions therein. All Work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be executed and furnished by the Contractor as if described in both ways; and should any incidental Work or material be required which is not denoted in the Specifications or Plans, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required and shall perform all such Work and furnish all such materials as fully as if they were particularly delineated or described, and without extra cost to the Construction Manager. In case of any conflict or inconsistency between the provisions of the Specifications and the Plans, the Specifications shall govern.

ARTICLE 4. CONTRACT DOCUMENTS

4.1 The Contractor shall keep one (1) record copy of all Contract Documents at the site of the Work in good order and marked to show the progress of the Work and shall make same available to Engineer or his representative.

4.2 The Plans and Specifications are instruments of service; reproduction of them in whole or in part shall not be permitted without the consent of the Engineer. Copies of Plans and Specifications utilized during the construction period shall be returned to the Engineer on his request at the completion of the Work.

ARTICLE 5. OBLIGATIONS OF THE CONTRACTOR

5.1 The Contractor shall be deemed and considered an independent Contractor in respect to the Work covered by this Contract and shall assume all responsibility and expense for the Work, for risks and casualties of every description arising out of the nature of Work, the action of the elements, or unforeseen or unusual difficulties. The Contractor shall assume all liability for loss by reason of neglect or violation of Federal, State or Municipal Laws, ordinances or regulations, loss by fire, loss due to work necessary to conform to the laws, ordinances and regulations referred to and included in this Contract. In case any injury be done to any person, or to any public or private property by, or as a consequence of or during the progress of any operation under this Contract, or by any act or omission on the part of the Contractor or his agents or employees, the Contractor shall, at his own expense and cost, make good such damage, in such a manner as may be required. In case of failure on the Contractor's part to promptly make good such damages, the Construction Manager shall have the right to deduct the cost of such work or expenses from any monies due or which may thereafter become due to the Contractor under this Contract; or to recover the same from the Contractor of his Surety.

5.2 The Contractor shall furnish all labor and materials, plant, power, tools and transportation necessary or proper for performing and completing the Work in the manner and within the time specified and shall do at his own expense everything mentioned as his duty under this contract and all incidental Work. The Contractor shall pay all fees for permits, all royalties and fees for products, or processes used, and all other incidental expenses, assume all risk, loss or damage arising out of the Work. The Contractor shall construct and complete the Work in accordance with this Contract, the plans and specifications and to the satisfaction of the Engineer. Any Work necessary to be performed after regular working hours, on Sunday or Holidays, shall be performed without additional expense to the Construction Manager.

5.3 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, conformation of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. The Contractor agrees that the documents, plans and specifications involve no danger to person or property, if the Work be done without fault or negligence on their part. No verbal agreement or conversation with any officer, agent or employee of the Construction Manager either before or after the execution of this Contract, shall affect or modify any of the terms or obligations contained herein.

5.4 The Contractor shall maintain an office, with adequate provisions for receiving and delivering messages, at all times, from start until the completion of the Work. Complete copies of Plans and Specifications shall be kept at such office at all times and individual copies of drawings shall be kept at locations where they apply when the Work has started.

5.5 The Contractor shall, at all times when the Work is in progress, keep a competent representative, construction superintendent or foreman (the "Superintendent") on the site who shall have full authority to receive and execute orders. It is understood that such a representative shall be acceptable to the Engineer. The Contractor's Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and/or his or her dismissal has been demanded by the Engineer.

5.6 The Contractor shall give the Work the constant attention necessary to facilitate the progress using the best skills and workmen. He shall cooperate with the Engineer and his inspector, with other Contractors authorized to perform Work adjacent to or within the physical limits of the Contract and with residents whose properties are within or adjacent to the Work areas.

5.7 The Contractor shall furnish, construct, and maintain whatever walkways, platforms, ladders, stairways and other facilities as may be necessary of usual and suitable character and adequate strength to provide properly for all operations of construction and inspection of Work under the Contract.

5.8 Equipment to be furnished shall be new, first-class or shall meet with the approval of the Construction Manager or its duly authorized representative. All equipment shall conform to the requirements of these specifications and any equipment condemned by the Construction Manager as not meeting these specifications shall at once be removed and replaced with acceptable equipment.

ARTICLE 6. ASSIGNING OR SUBLETTING

6.1 The Contractor shall, at all times and in all respects, be the party primarily responsible to the Construction Manager for the performance of the Contract. The Contractor shall not sell, transfer, assign or otherwise dispose of his obligation to the Construction Manager or any payment or payments which may accrue hereunder without prior written consent of the Construction Manager.

6.2 Unless authorized by special written consent of the Construction Manager to do otherwise, the Contractor shall perform with his own organization and with the assistance of workpersons under his immediate supervision, Work of a value of not less than sixty (60%) percent of the Total Bid Amount for the Contract. Specialty items may be performed by a subcontractor, subject to the requirements prescribed below, and the cost of any such specialty items so performed by subcontractor may be deducted from the Total Bid Price before computing the amount of Work to be performed by the Contractor with his own organization.

6.3 Requests for permission to subcontract any portion of the Contract shall be made to the Engineer in writing and be accompanied by proof that the organization, which will perform the Work, is particularly equipped and capable to perform such Work. These requests shall also define the Work to be performed by each proposed subcontractor and the total value of such sublet Work. Insurance shall be provided by the Contractor, on behalf of each subcontractor, to cover the sublet Work as specified in other sections of the Specifications, and the proof of such insurance furnished to the Construction Manager together with above-mentioned requests.

6.4 Subcontractor's Work shall not begin until approval thereof has been secured from the Construction Manager or his Duly Authorized Representative. It is understood, however, that any consent for the Subcontracting of any of the Work under the Contract in no way relieves the Contractor from his full obligations under the Contract. The Contractor shall be responsible for all acts or omissions of any Subcontractor or supplier and shall be liable for all damages caused by acts or omissions of any Subcontractor or supplier.

6.5 The consent to sublet any part of the Work, or obtain supplies, shall not be construed to be an approval of the said Subcontract, supply contract, or any of its items, but shall operate only as an approval to make a subcontract or Supply contract between the Contractor and Subcontractor or supplier. The Subcontractor agrees, as a condition of entering into a subcontract on the Work, that he shall make no claims whatsoever against the Construction Manager, the Engineer, or any duly Authorized Representative of either, for any Work performed or things done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and Subcontractor by the Subcontract.

6.6 The provisions of this Contract as to performance by the Contractor shall apply to any Subcontractor, his officer, agents or employees in all respects as if he and they were employees of the Contractor and all the Work and materials furnished by the Subcontractor shall be subject to the provisions hereof as if furnished directly by the Contractor.

ARTICLE 7. MEMBERS AND AUTHORIZED REPRESENTATIVES OF THE CONSTRUCTION MANAGER NOT LIABLE

7.1 No claims of any type shall be made by the Contractor against any member, officer, agent or employee of the Construction Manager or the Engineer by reason of this Contract or any of its provisions.

ARTICLE 8. CONDITIONS AT SITE NOT GUARANTEED

8.1 The Construction Manager and the Engineer make no statements and give no guarantees as to the conditions which will be found at the site of Work.

ARTICLE 9. CONTRACTOR'S TITLE TO MATERIALS

9.1 No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work, free from all liens, claims, or encumbrances.

ARTICLE 10. INSPECTION AND TESTING OF MATERIALS

10.1 All materials and equipment used in the construction of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. Materials of construction, particularly those upon which the strength and durability of the Work may depend, shall be subject to inspection and testing to establish conformance with the specifications and suitability for the uses intended.

10.2 The laboratory or inspection agency shall be selected by the Contractor and shall be subject to the approval of the Engineer. Three (3) copies of all certified laboratory test results shall be supplied to the Engineer. All expenses caused by the inspection of any material or equipment shall be borne by the Contractor. Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to the Engineer prior to its incorporation in the Work and rejected material must be promptly removed from the premises. The costs associated with all tests required

for the Work, including but not limited to tests for poured-in-place concrete, asphalt compaction testing, backfill, compaction and testing of soil samples, shall be borne by the Contractor.

10.3 Mill inspection and test certificate for any materials and equipment used in the construction shall be submitted when such certificates are requested by the Engineer to establish conformance with the specifications. Any materials and equipment, which in the opinion of the Engineer is not suitable for the intended use, shall be subject to testing or retesting from the certified laboratory approved by the Engineer. All expenses caused by such inspection and testing of the materials and equipment shall be borne by the Contractor.

ARTICLE 11. "OR EQUAL" CLAUSE

11.1 Any reference to an item of equipment or material by a specific manufacturer's brand or trade name in these contract documents is intended merely as a standard. Products or material of other manufacturers, which in the opinion of the Engineer are the equal of that specified (considering quality, workmanship and economy of operation) and are suitable for the purpose intended, may be substituted upon receipt of written approval issued by the Engineer.

11.2 The Contractor shall not substitute an alternate manufacturer's product or materials without prior written approval of the Engineer.

ARTICLE 12. ROYALTIES AND PATENTS

12.1 The Contractor shall pay all royalties and license fees entailed by the use of any patented equipment, materials or methods of construction. He shall defend all suits and claims for infringement of any patent rights and shall hold the Construction Manager harmless on account thereof, including all costs, counsel fees or any other expense to which the Construction Manager may be put by reason of the Contractor's failure to defend such suit or suits.

ARTICLE 13. PERMITS, LICENSES AND CERTIFICATES

13.1 The Contractor shall procure and pay all expenses for licenses of a temporary nature necessary for the prosecution of the Work. Permits, licenses and easements for permanent structure or permanent changes in the existing facilities shall be obtained and paid for by the Construction Manager, unless specified otherwise in the appropriate section of the Contract Documents. The Contractor shall give proper notice and shall comply with all federal, state and local laws, ordinances and rules bearing the conduct of Work during the performance of the Contract. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations without written notice to the Engineer and Construction Manager, the Contractor shall bear all costs arising therefrom.

ARTICLE 14. REPORTS, RECORDS AND DATA

14.1 The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Engineer may request, concerning Work performed or to be performed under the Contract.

ARTICLE 15. ACCESS TO WORK

15.1 The Construction Manager, the Engineer and his assistants, subordinates and all persons bearing the authorization of the Construction Manager shall have access at any time to the Work and the premises used by the Contractor; or to any plant or place where materials are being made or stored for the Work.

ARTICLE 16. ENGINEER AND INSPECTORS

16.1 The Engineer or his representatives shall be onsite throughout the course of construction to inspect the Work performed. The inspector or such designated assistant shall observe the Work done at the site, the materials furnished and the progress of Work. The inspector shall report to the Engineer if the Work performed by the contractor fails to fulfill the requirements of the Contract, plans and specifications. The inspector shall call the attention of the Contractor to any such failures, deficiencies, and other infringements. Such inspection, however, shall not relieve the Contractor from any obligations to perform the Work in strict compliance with the requirements of the plans and specifications. In case of any dispute as to the materials furnished or the manner of performing

the Work, or the progress of the Work, the inspector shall have the authority to suspend the Work until the question at issue can be referred to and be decided by the Engineer.

16.2 The inspector shall not be authorized to revoke, alter, relax or release any requirements of the plans and specifications, or to issue any instructions contrary to the plans and specifications. The inspector shall, in no case, act as a foreman or perform other duties for the Contractor, nor interfere with the management by the latter. Any advice, which he may give to the Contractor, shall, in no way, be considered as binding on the Engineer or on the Construction Manager, in any way, nor shall such advice relieve the Contractor from the fulfillment of his obligations.

ARTICLE 17. AUTHORITY OF ENGINEER

17.1 The Engineer shall make all necessary interpretations as to the meaning of the Plans and Specification; shall give all orders and directions necessary for the prosecution of the Work within the scope of this Contract. The Engineer shall determine in all cases the quantity, quality, acceptability and fitness of several kinds of materials and Work which are to be paid for under this Contract and shall decide every technical question which may arise relative to the fulfillment of this Contract on the part of the Contractor.

17.2 The Engineer's estimates and decisions as to any questions pertaining to the Contract which may arise between the parties hereto shall be considered final, conclusive, and binding upon the Contractor, and compliance with such estimates and decisions shall be considered a condition precedent to the right of the Contractor to receive any money under this Contract.

17.3 The aforesaid authority of the Engineer shall not be interpreted as giving the Engineer the right to hire or fire employees of the Contractor, provided the performance of such employee does not adversely affect the quality of the Work performed in meeting the requirements of the plans and specifications of this Contract. The Engineer does reserve the right to determine whether the Work of this Contract has been performed in accordance with the plans and specifications of the Contract.

17.4 The Engineer or the inspector shall not be responsible for any safety precautions incident to the construction at or near the site of Work.

17.5 If the Engineer shall at any time be of the opinion that the Contractor is not progressing with the Work as necessary to ensure its completion within the specified time, is neglecting to remedy any imperfections or to repair damage to public or private property, continues to employ or reemploy negligent or careless persons, is conducting the Work in a manner disapproved by the Engineer, is failing to prosecute the Work in accordance with the provisions of the Specifications, stops or abandons the Work on any part of the construction without the written consent of the Engineer, or is otherwise violating any of the provisions of the Contract, then the Engineer may give the Contractor written notice of the specific deficiencies and order him to remedy the same.

17.6 If, after five (5) days from the date of such notice, the Contractor shall have failed to comply therewith, then the Engineer may suspend any or all the Work, or the Construction Manager may withhold all the payments until the orders are carried out. The Construction Manager, upon recommendation from the Engineer, will have the right to hire another contractor to complete the remaining Work. Any additional costs incurred in carrying out such Work shall be paid by the Contractor and his Surety.

ARTICLE 18. ACCIDENT PREVENTION

18.1 The Contractor shall perform all Work with due regard to the safety of persons and property. The Contractor shall take precautions at all times to prevent injury, or death of any and all persons at or near the site of the Work, or engaged in the performance of the Work, and to prevent damage to or loss or destruction of any property located at or near the site. Such precautions shall include, but shall not be limited to, all safeguards and warnings necessary to protect the potentially dangerous conditions at or near the Work, all measures necessary to protect the Work and persons against weather and other conditions, and the enforcement of reasonable safety regulations among all persons at site and compliance with any safety requirements imposed by any governmental authority having jurisdiction. The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on Work under this Contract. The Contractor alone shall be responsible for the safety of the workers and materials; the efficiency and adequacy of his plant and appliances; the construction methods; and any damages, which may result from their failure or improper construction supervision, maintenance and operation.

18.2 The presence of the Engineer or his authorized representative at the site of the Work shall not be interpreted as supervising the Contractor's workers. The Engineer or the inspectors shall not be responsible for the safety precautions to prevent damage to or loss or destruction of any property incidental to the construction at or near the site of Work.

18.3 The Contractor, shall not store inherently dangerous materials such as, but not limited to, explosives and detonators of all types, powders, actuated pin drivers, flammable petroleum products, caustics and acids and other dangerous materials of all types at or near the site.

18.4 The storing, handling and use of explosives and highly inflammable materials shall conform to Federal, State and Local Regulations relating thereto. Whenever any blasting is necessary, it shall be done by a licensed blaster and strictly in accordance with the appropriate section of these Specifications. Proper means shall be used to avoid blasting damage to public and private properties. Flagmen shall be provided in order to warn and keep traffic from the danger area, and all persons within the danger area shall be warned and given time to withdraw.

ARTICLE 19. ACCIDENTS

19.1 The Contractor shall provide such equipment and facilities that are necessary or required for first aid service to anyone who may be injured in the progress of the Work. The Contractor shall have standing arrangements with local hospitals for the removal and hospital treatment of any employee who may be injured or who may become ill.

19.2 The Contractor shall keep records of all accidents in a bound book, including such records and data as may be required by the Department of Labor of the respective states in which the Work is being performed. He shall also make daily reports of all said accidents to the appropriate Insurance Companies.

19.3 The Contractor must properly report in writing to all proper Federal and State Authorities, and to the Engineer and the Construction Manager, within forty-eight (48) hours of said occurrence, all accidents arising out of or in connection with the performance of the Work, whether on or adjacent to the site, which cause death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone to the local police and to the Engineer.

19.4 If any third person or any subcontractor on account of an accident in connection with the Work makes any claim against the Contractor the Contractor shall promptly report the facts in writing to the Engineer and the Construction Manager, giving full details of the claim.

ARTICLE 20. EMPLOYMENT OF WORKERS

20.1 The Contractor shall employ only competent and efficient laborers and first class mechanics or artisans for every kind of Work, and whenever any person is unfit to perform his or her task, or does the Work contrary to direction, or conducts himself or herself improperly, the Contractor must discharge such employee immediately and not employ him or her again on the Work.

20.2 With respect to all Work to be performed under this Contract, the parties to this Contract do hereby agree:

A That in hiring of persons for the performance of Work under this Contract or any Subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, neither the Contractor nor any of the Subcontractors, nor any person acting on behalf of the Contractor or Subcontractor, shall by reason of race, creed, color, sex, national origin, or ancestry, discriminate against any person who is qualified and available to perform the Work to which the employment relates.

B All workpersons employed by the Contractor or any Subcontractor at the site of Work under the Contract shall be paid the prevailing rate of wages for the Work as required under the special provisions of wage rates as applicable to the Contract.

ARTICLE 21. INDEMNITY

21.1 The Contractor agrees to indemnify, defend and hold harmless the Construction Manager and the Engineer and their agents and employees, from all suits and claims for damages for loss or injury to

person or property including attorney's fees arising during the performance of Work covered under this Contract, including all claims for Workmen's Compensation.

21.2 The Contractor shall include a rider in his Liability Insurance Policies, which shall provide for Contractual Liability covering the obligation to the Construction Manager and the Engineer as provided in this Paragraph and the Hold Harmless Clause.

ARTICLE 22. CONTRACT SECURITY

22.1 Simultaneously with the execution and delivery of this Contract, the Contractor shall furnish a Performance Bond in an amount at least equal to One Hundred Percent (100%) of the Contract Price as security for the faithful performance of this Contract and also a Payment Bond in an amount not less than One Hundred Percent (100%) of the Contract Price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this contract.

22.2 In case any of the sureties upon the Bond shall become insolvent or unable, in the opinion of the Construction Manager, to pay promptly the amount of such Bond to the extent to which the Surety might be liable, then the Contractor, within five (5) days after notice by the Construction Manager to the Contractor, shall, by supplemental bond or otherwise, substitute another and sufficient Surety approved by the Construction Manager in place of the Surety so insolvent or unable. If the Contractor shall fail within five (5) days or such further time, if any, as the Construction Manager may grant to substitute another and sufficient Surety, then the Contractor shall, if the Construction Manager so elects, be deemed to be in default in the performance of his obligation hereunder upon the said Bond, and the Construction Manager, in addition to any and all other remedies, may terminate this Contract or may bring any proper suit or proceedings against the Contractor and the Sureties, or either of them, or may deduct from any monies then due as a collateral security for the performance of the condition of the Bond.

ARTICLE 23. CONTRACTOR INSURANCE REQUIREMENTS

23.1 General Insurance Requirements

A The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Construction Manager nor shall the Contractor allow any Subcontractor to commence Work on any Subcontract until all insurance required of the

Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Construction Manager of original certificates of insurance signed by authorized representatives of the insurers or, at the Construction Manager's request, certified copies of the required insurance policies.

B Insurance as required hereunder shall be in force throughout the term of the Contract and for two (2) years after final acceptance of the Project by Construction Manager. Original certificates signed by authorized representatives of the insurers or, at the Construction Manager's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Construction Manager throughout the term of the Contract and for two (2) years after final acceptance of the Project by Construction Manager.

C The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor unless any such requirement is expressly waived or amended by the Construction Manager in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Construction Manager immediately upon request.

D All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until thirty (30) days

prior written notice has been given to the Construction Manager. **Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**

E No acceptance and/or approval of any insurance by the Construction Manager shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

F If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Construction Manager for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Construction Manager denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

G All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Construction Manager. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Construction Manager grants specific approval for an exception. The Construction Manager hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers Insurance Fund of Pennsylvania.

H Any deductibles or retentions in excess of $10,000 shall be disclosed by the Contractor and are subject to Construction Manager's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

I Any and all return premiums and/or dividends for insurance or coverage directly charged to the Construction Manager by the Contractor in connection with this Contract shall belong to and be payable to the Construction Manager.

J If the Construction Manager is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Construction Manager, then the Contractor shall bear all reasonable costs properly attributable thereto.

K **Each insurance policy required by this contract, except for the Workers' Compensation policy, shall contain the following clauses:**

"The Authority and employees, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this Contract."

L Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor's or its subcontractor(s) performance under this contract.

M. The successful bidder shall require all subcontractors to maintain during the term of this contract all insurance coverages listed herein in the same manner as specified for the successful bidder.

23.2 Without limiting contractor's indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Contract, the following policies of insurance:

<u>General Liability</u>
Comprehensive General Liability

Premises & Operations	$1,000,000 per Occurrence
Products & Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	
Broad Form Property Damage	

Independent Contractors' Liability

Excess Liability	$5,000,000 per Occurrence $5,000,000 Aggregate
Automobile Liability	
Comprehensive Automobile Liability Covering, as applicable, owned Non-owned, and hired automobiles, Including contractual liability.	$1,000,000 per Occurrence Combined Single Limit Occurrence Form

Comprehensive Automobile Liability policies shall include Uninsured Motorists coverage.

Automobile Physical Damage and or Inland Marine (as appropriate)	Functional Replacement Cost New
Workers' Compensation & Employers' Liability	
Workers' Compensation	Statutory
Employers' Liability	$500,000 per Occurrence

23.3 The Contractor shall provide and maintain at the Contractor's own expense, until the completion and acceptance of the Contractor's Work under this Contract, the following additional forms of insurance in a company or companies satisfactory to the Construction Manager.

A Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any Work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employee engaged in hazardous Work under this Contract, at the site of the project, is not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause each Subcontractor to provide adequate insurance for the protection of these employees not otherwise protected.

B Fire Insurance: The Contractor shall secure at the time herein required for the furnishing of the other insurance coverages, fire insurance policies in the name of the Construction Manager, in amounts, form and companies satisfactory to the Construction Manager upon such structures and materials as may be damaged by fire, which insurance shall be payable to the Construction Manager for the benefit of the Contractor and/or the Construction Manager, as the Engineer may find their interests to appear. This insurance coverage may be increased or reduced as the extent required varies during the progress of the Work.

C Builder's Risk Insurance: The Contractor, during the progress of the Work and until completion of the entire contract and notification thereof to the Contractor by the Construction Manager, shall maintain insurance on all Work included in the Contract against loss or damage by fire, lightning, wind, explosion and those perils covered by extended coverage endorsement and vandalism and malicious mischief endorsement on the completed value form, in the name of the Construction Manager, the Contractor, and the Trustee, if any, of the bond issue of the Construction Manager as their respective interests may appear in an amount equal to one hundred percent (100%) of the insurable value for each building or structure and materials and equipment included in this Contract as shall fully protect the interests of the Construction Manager and the Contractor. The risk of damage to the construction Work due to the perils covered by said insurance, as well as any other hazards which might result in damage to the construction Work, is that of the Contractor and Surety, and no claims for such loss or damage shall be recognized by the Construction Manager, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractors.

ARTICLE 24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

24.1 Within seven (7) days following execution and delivery of the Contract, the Contractor shall submit to the Engineer for approval a construction schedule showing the proposed dates of commencement and completion of each of the various subdivisions of the Work. The Contractor shall begin actual Work on the ground not later than ten (10) days of the "Notice to Proceed" issued, in writing, by the Construction Manager. The construction schedule will show the weekly schedule of Work and the anticipated amount of each monthly payment that will become due to the contractor in accordance with the proposed schedule. After the commencement of the Work, the Contractor shall submit to the Engineer a daily work schedule on a weekly basis for the Work he intends to perform the following week. Contractor shall promptly notify the Engineer of any proposed changes in the schedule.

24.2 The Contractor shall also furnish on the forms to be supplied by Engineer:

A A detailed estimate giving a complete breakdown of the contract price for each subdivision of the Work, and

B Periodic itemized estimates of Work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

ARTICLE 25. CONTRACT PAYMENTS

25.1 The Contractor hereby agrees to accept payment at the Unit Price Bid in the proposal for performing and completing the Work, for furnishing all labor, materials, equipment, transportation and all else necessary therefore, and all incidental expenses in connection therewith, for any loss by damage to or destruction of the Work as provided in the Contract, for any additional expenses on account of unforeseen difficulties encountered for settlement of claims, and for replacement of defective Work and materials for two (2) years after acceptance of the Work by the Construction Manager.

ARTICLE 26. PARTIAL PAYMENTS TO CONTRACTOR

26.1 During the progress of the Work, except as herein stipulated, the Contractor will prepare and deliver to the Engineer's office payment requests not later than the Monday one (1) week prior to the regularly scheduled meeting. Payment requests shall itemize the amount and value of the Work completed and materials fully incorporated in the Work by the Contractor according to the terms of the Contract. Such request may at any time be withheld or reduced, if in the opinion of the Engineer, the Work is not proceeding in accordance with the Contract. Payment shall be made on the basis of duly certified and approved measurements of the Work performed up to the date of the request. After inspection and acceptance by the Engineer of the materials and/or Work, receipt of the successful bidder's invoice, and the approval of the invoice by the Engineer, payment shall be made to the Contractor within forty-five (45) days.

26.2 Current payment requests will be reduced by ten (10%) percent of the value of the Work completed and shall be retained by Construction Manager until Final Completion and acceptance of all the Work covered by this Contract.

26.3 Upon request by the Contractor, the Construction Manager, at any time after fifty (50%) percent of the Work has been completed as determined based upon the Total Contract Price, may, if it finds that satisfactory progress is being made, reduce the percentage retained on all subsequent progress payments to five (5%) of the value of the Work completed for the duration of the Contract except where otherwise authorized in this Contract.

26.4 In preparing payment requests, the materials delivered on the site and preparatory Work done may be taken into consideration. The amount allowed in connection with materials furnished but not incorporated in the Work shall in all cases be fifteen (15%) percent of the value of such materials. The value of materials shall be as determined by the Engineer, and such value will be included in the payment request only if the materials have been delivered to the site of Work, are properly stored and protected, have been inspected and approved, and if the Contractor has furnished the Construction Manager with satisfactory releases of liens for said materials. The Contractor shall, as a prerequisite to such payment, take "All Risk Insurance" to cover the value of such material.

26.5 If it becomes evident, on the basis of the approved progress schedule or otherwise, that the completion date for the Work will not be met, the Construction Manager reserves the right to retain ten (10%) percent of the value of the Work done throughout the entire contract period and to make additional retainage in the amount of the liquidated damages which have apparently accumulated. In addition, the Construction Manager shall have the right to retain out of monies due to the Contractor any amounts claimed by the Construction Manager to be due from the Contractor, to the extent that such amounts claimed exceed the regular retainage provided for herein.

26.6 The Contractor agrees that he will indemnify and hold the Construction Manager harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, material suppliers and furnishers of machinery and parts thereof, equipment, power tools, and all suppliers, including commissary, incurred in the performance of this Contract. The Contractor shall, at the Construction Manager's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Construction Manager may either pay unpaid bill, of which the Construction Manager has written notice, direct Contractor to do same, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Upon receiving satisfactory evidence from the Contractor, the Construction Manager may resume further payment to the Contractor in accordance with the terms of this Contract. But, in no event shall the provisions of this sub-section be construed to impose any obligations upon the Construction Manager, the Engineer. or their authorized representatives. In paying any unpaid bills of the Contractor, the Construction Manager shall be deemed the agent of the Contractor, and any payment so made by the Construction Manager shall be considered as a payment made under the Contract by the Construction Manager to the Contractor and the Construction Manager shall not be liable to the Contractor for any such payments made in good faith.

26.7 When the Work is suspended as provided in the Contract, no payment will be made for Work done by the Contractor on suspended Work.

26.8 When the Work of the Contract is being satisfactorily carried to completion within the prescribed time, and is substantially completed, the Construction Manager, at its sole discretion and being under no obligation to do so, may upon written request by the Contractor, reduce the retainage below the amounts set forth above.

26.9 For the purpose of assisting the Engineer in determining the value of the Work accomplished each month, the Contractor shall furnish the Engineer with detailed estimates of the several kinds of Work and materials entering into the various scheduled items of Work.

ARTICLE 27. CHANGES IN THE WORK

27.1 The Bidder understands that the quantities appearing in contract documents are approximate only and are prepared for the comparison of Bids. Bidder further understands and agrees that the quantities of any Work or Work items may be increased, decreased or eliminated entirely as provided in the Contract Documents, with payment to be adjusted accordingly as based upon the original unit prices for Work completed in accordance with the Contract Documents.

27.2 The Construction Manager may make changes in the scope of the Work required to be performed by the Contractor under the Contract or make additions thereto, or omit Work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such Work shall be executed under the terms of the Contract unless it is expressly provided otherwise in writing by the Authority.

27.3 Except for the purpose of affording protection against endangering life or property, the Contractor shall make no changes in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Authority authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

27.4 Where applicable, when unit prices are contained in the Proposal, the Construction Manager may order the Contractor to proceed with desired changes in the Work. The value of such changes are to be determined by the measured quantities involved and the applicable unit prices specified in the

Contract Documents (established as a result of either a unit price bid or a supplemental Schedule of Values/Unit Prices), provided that in a case of a unit price contract, the net value of all changes does not increase or decrease the overall original total amount shown in the Contract by more than twenty-five (25%).

27.5 The Construction Manager shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the Work involved in the change, following which the procedure shall be as follows:

a. If the proposal is acceptable, the Authority will prepare the change order in accordance therewith for acceptance by the Contractor and said sum shall be added to or deducted from the Contract Price, as the case may be. Where a change involves both the omission and addition of items of Work, such Work omitted shall be deducted from that added before any profit is computed. No allowance will be made for anticipated profits.

b. If the proposal is not acceptable, and prompt agreement between the two parties cannot be reached, the Authority may order the Contractor to proceed with the Work on a COST OF WORK basis.

27.6 Payment under COST OF WORK will be for the actual and necessary direct cost of the Work in accordance with the orders of the Engineer, and in addition thereto the percentage of such cost hereafter stated. "Actual and necessary direct cost" shall be deemed to include the following:

a. The actual expenditure for labor for the time actually engaged in the Work, including the distributed cost of foreman in direct charge of such labor and insurance, taxes and other payments applicable to such labor.

b. The actual expenditure for materials used up or incorporated in the Work.

c. A reasonable hourly, weekly or monthly rental as applicable, as determined by the Engineer, for use of motor trucks and special equipment such as power-operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the Work for the performance of COST OF WORK EXCLUSIVELY. The rental price shall be for the equipment provided on the Work and shall include transportation to and from the Work, fuel, power, lubricants, operating tools, repairs, depreciation, replacements, and the sharpening of drills and other tools required to keep them in the best working condition.

27.7 To the actual and necessary direct cost of the Work done under COST OF WORK as noted above, fifteen (15) percent will be added to the expenditure for labor as set forth in sub-paragraph (1) above and then (10) percent will be added to the expenditure for materials. No additions will be allowed to the rental of trucks, and special equipment. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence, all loss, damage, risk, and expenses incidental to the Work and profit. The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of such Work and the furnishing of such materials and for all expense in connection therewith and incidental thereto.

27.8 Should the Contractor sublet any portion of the Work to be executed under COST OF WORK payment for that portion will be computed as the actual and necessary direct cost as defined above, exclusive of any profit or any other gain to the subcontractor, plus the percentages allowed, plus five (5) percent of the total paid to the sub-contractor.

27.9 The Contractor shall submit daily a statement in duplicate of Work done on a COST OF WORK basis within twenty-four hours of the time the Work is done, and representatives of the Engineer and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as given therein. After correction, if necessary, this comparison shall be signed by each and filed with the Engineer and the Contractor.

27.10 The Contractor shall submit to the Engineer monthly, prior to each current estimate, four copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original receipted bills for commodities purchased or for Work performed under a subcontract, and by an affidavit certifying the correctness of the said statement. The Engineer shall have access to any books, vouchers, records, and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof.

ARTICLE 28. EXTRA WORK

28.1 Work and materials of a character for which no price is named in the Contract shall be considered as extra Work, which shall be done by the Contractor only upon written order signed by the Engineer, at a price to be previously agreed upon in writing by the Contractor and the Engineer and approved by the Construction Manager.

28.2 The Contractor shall submit to the Engineer for review and approval a proposal for such extra Work. Such proposal should define the Scope of Work, and shall include the separate costs for labor, equipment and material required to complete the extra Work. Overhead and profit shall be negotiated at percentages that may vary according to the nature, extent and complexity of the extra Work involved.

28.3 No bill or claim for extra Work or materials shall be allowed or paid unless the doing of such Work or furnishing of such extra material shall have been authorized in writing, signed by the Engineer and approved in writing by the Construction Manager. If the Contractor shall proceed with such extra Work after receiving the written authority, as hereinbefore provided, then such Work shall be controlled by all the terms and provisions of this Contract, subject to such prices as are agreed by the Contractor and Construction Manager.

ARTICLE 29. FINAL PAYMENT

29.1 When all Work required under the Contract has been completed, and in the opinion of the Engineer is ready for final acceptance by the Construction Manager, a final certificate of cost of the Work will be made by the Engineer, based on the actual As-Built quantities of authorized Work done under the Contract, adjusted for Contract Modifications, if any, at the unit price or prices stipulated therein.

29.2 Final payment including the withheld Retainage shall become payable forty-five (45) days after the Engineer indicates to the Construction Manager that the final certificate of cost is approved, provided, however that before such final payment is made, the following requirements shall be satisfied:

A There shall be no outstanding claims against the Contractor filed with the Construction Manager.

B The Contractor shall have paid all due obligations and shall have furnished when directed by the Construction Manager or his duly Authorized Representative receipted bills or other satisfactory evidence that all obligations incurred by him and by his subcontractors, in carrying out the Work, have been satisfied.

C The Contractor shall execute and deliver to the Construction Manager a Contractor's Release of Liens as provided herein.

29.3 The acceptance by the Contractor of his final payment under the foregoing circumstances shall operate to release the Construction Manager, the Engineer and their employees and agents from all claims and liabilities to the Contractor for anything done, furnished or omitted to be done for or relating to the Work, or any act or neglect of the Construction Manager or any person relating thereto.

29.4 The acceptance of the final payment by the Contractor shall not be considered as relieving the Contractor and his Surety from their indemnity obligations and guarantees of the Work after final payment as provided in these documents and specifications.

ARTICLE 30. GUARANTEE AND SERVICES AFTER FINAL PAYMENT

30.1 Neither the final certificate of payment nor any provisions in the Contract Documents, nor partial or entire occupancy of the premises by the Construction Manager, shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for all costs for such repairs and any damage to other Work resulting from these defects, which shall appear within a period of two (2) years from the date of final acceptance of the Work unless a longer period is specified. The Construction Manager will give notice of observed defects with reasonable promptness.

30.2 After the final payment to the Contractor, when repairs or replacements are required, the Construction Manager or his authorized agents will notify the Contractor in writing, advising him of the extent of faulty materials or workmanship on the Contract. The Contractor, within seven (7) calendar days of the receipt of such notice, shall begin to perform the necessary corrective Work, and shall carry it through expeditiously until it is satisfactorily completed. If the Contractor delays to correct the Work beyond twelve (12) calendar days from the date of said notice, the Construction Manager shall have the right to proceed to have the Work done and charge all such costs to the Contractor and his Surety on the Maintenance Bond.

30.3 Any damage that occurs to concrete work (including but not limited to sidewalks, curbs, aprons, depressed curb, etc.) during the maintenance period, including those related to any winter weather maintenance activities, shall be remedied by the contractor at the contractor's expense.

30.4 During the two (2) year maintenance period local property Construction Managers will be responsible for clearing snow and ice from their respective portions of sidewalks installed as part of the Contractor's work

ARTICLE 31. TIME OF COMPLETION AND LIQUIDATED DAMAGES

31.1 It is hereby understood and agreed, by and between the Contractor and the Construction Manager, that the date of beginning and the time for completion as specified in the Contract for the Work are ESSENTIAL CONDITIONS of this Contract and that TIME IS OF THE ESSENCE. The Contractor will be required to begin Work on or before the date specified in "Notice to Proceed", issued in writing by the Construction Manager, and shall complete all Work within the time(s) specified in the Contract Documents, unless the Completion time is extended as provided in the Contract. The Contractor shall so schedule the various phases of the Work such that it may be completed at the earliest possible date. It is understood and agreed by the Contractor that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic ranges and usual industrial conditions prevailing in this locality.

31.2 If the Work is not completed within the time(s) specified, the Contractor shall therefore pay to the Construction Manager for each and every calendar day that the Contractor is in default in completing the Work or portions thereof, the sum specified in the Contract Documents as liquidated damages. The daily sums herein contracted to be paid by the Contractor for any default in the completion of the said Work or portions thereof are agreed upon not as penalties but as compensation for the liquidated damages which the Construction Manager will suffer by reason of such default, loss or use of property, interest on monies borrowed, increased administrative and other tangible and intangible losses.

ARTICLE 32. EXTENSION OF TIME

32.1 The Construction Manager shall have the right, at its discretion, to extend the time for the completion of the Work beyond the time stated in the Contract (or as modified by any Contract thereto) and will grant such an extension upon completion of Work, if the Contractor shall be actually and necessarily delayed by reasons of any labor strike not caused, instituted or provoked by the Contractor or any subcontractor, agent, or representative of public authority or by suspension of Work by the Construction Manager, or by any order, rule or regulations of any federal or state agency, or by any other cause deemed sufficient to the Construction Manager. The extension of time shall be for the actual period of such delays. Such extension may not be allowed unless a claim therefore is presented in writing to the Engineer during the occurrence of the cause of the delay and within ten (10) days of the commencement thereof.

32.2 The Construction Manager shall be fully empowered to deduct from the periodic payments and the final estimate of the amount due to the Contractor, the amount of any damages as elsewhere provided in the Contract Documents for each day that the Contractor shall be in default for the completion of the Work beyond the date to which the time of said completion shall have been extended by the Construction Manager.

ARTICLE 33. CONSTRUCTION MANAGER'S RIGHT TO STOP THE WORK

33.1 If the contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the contract documents, the Construction Manager or the Construction Manager's

authorized representative may order the contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 34. ANNULMENT OF CONTRACT

34.1 If, in the event of a National or state-wide emergency, construction is stopped, either directly or indirectly, by any federal or state agency, or when the Construction Manager deems it advisable in the interests of the Construction Manager, the Construction Manager may annul the Contract, without liability, on written notice to the Contractor.

34.2 If the Contractor is not in default at the time of annulment, payments will be made for all the Work duly completed under the terms and conditions of the Contract, except payments will be made in such amounts as the Construction Manager may consider just and proper for such parts of the Work that are not fully completed and for expenditures in connection with the preparing for and moving equipment to and from the Work for which the Contractor is not otherwise compensated. It is understood and agreed, however that no payments shall be made for any claims for loss of anticipated profits.

34.3 When the Contract is annulled as above provided, the Contractor shall, if so required by the Construction Manager, remove promptly any or all of his equipment and supplies from the site of Work or other property of the Construction Manager, failing which the Construction Manager may cause such equipment and supplies to be removed and stored at the expense of the Contractor.

ARTICLE 35. CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

35.1 If the Contractor fails to begin Work under the Contract within the prescribed time; or if the Work to be done under this Contract be abandoned by the Contractor; or the performance of the Contract is unnecessarily, unreasonably, or negligently delayed by the Contractor; or if the Contractor is violating any of the conditions or covenants of this Contract or the Specifications; or is not executing the Work in good faith; or evades the orders of the Engineer authorized herein or if the Work be not completed within the time named in this Contract or within the extended time as herein elsewhere provided; or if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, the Construction Manager may give notice in writing to the Contractor and his Surety of such delay, neglect or default, specifying the same and if the Contractor and his Surety shall not proceed to cure such defects within a period of fifteen (15) days after such notice, then the Construction Manager shall have full power and authority to:

A Declare the Contractor in default, and the Construction Manager may thereupon notify the Contractor, by written notice to discontinue all Work or any part thereof under this Contract and thereupon the Contractor shall discontinue the Work or such part thereof, and the Construction Manager shall have the right to take over the Work and prosecute the same to completion by Contractor for the account and at the expense of the Contract and the Contractor and his Surety shall be liable to the Construction Manager for any excess cost occasioned to the Construction Manager thereby, and in such event the Construction Manager may take possession of and utilize in completing the Work, such materials, labor, appliances, and plant as may be on the site of the Work and necessary therefore. The expenses so charged may be deducted and paid by the Construction Manager out of such monies as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this Contract. The Contractor and the Surety shall also pay the Construction Manager the amount of any claim for which the Construction Manager may be liable for injury to persons or property occurring on the account of any Work done by the Contractor under this Contract, whether by reason of the negligence, fault, or default of the Contractor or otherwise, and shall also pay to Construction Manager any other expenses which the Construction Manager may incur or be liable for, by reason of any neglect, fault or default of the Contractor; and

B The Construction Manager may also proceed as it shall deem proper upon the bonds or other security in its possession; and

C The Construction Manager may also bring any suit or proceedings for specific performance or for injunction or to recover damage or to obtain any other relief or for any other purpose under this Contract.

ARTICLE 36. ASSIGNMENTS

36.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder as a result of this Contract, without the prior written approval of the Construction Manager or his Duly Authorized Representative. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that "it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the Work called for in this Contract."

ARTICLE 37. MUTUAL RESPONSIBILITY OF CONTRACTORS

37.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Construction Manager on account of any damage alleged to have been sustained, the Construction Manager shall notify the Contractor, who shall indemnify and hold harmless the Construction Manager against any such claim.

ARTICLE 38. CONFLICTING CONDITIONS

38.1 Any provisions in these General Conditions that may be inconsistent with such provisions stipulated in the Supplementary General Conditions and Construction Specifications shall be void to the extent of such conflict or inconsistency.

ARTICLE 39. RIGHT-OF-WAY AND STORAGE SPACE

39.1 The Construction Manager shall provide the land or easements and rights-of-way as required, upon which the Work is to be done and materials are to be stored, with the right of access thereto. The Contractor shall confine his operations to those areas designated for his use and the Contractor shall be solely liable for any claims or damages resulting from deviation from such areas as provided.

ARTICLE 40. USE OF PREMISES AND CLEAN-UP

40.1 The Contractor expressly agrees to undertake at his own expense:

A To take every precaution against injuries to persons or damage to property.

B To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or access by residents to those areas surrounding the site of the Work.

C To place upon the Work or any part thereof only such loads as are consistent with the safety of the portion of the Work.

D To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, such that at all times the site of the Work shall present a neat, orderly and workmanlike in appearance.

E Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.

F To effect all cutting, fitting or patching of his Work required to make the same to conform to the Plans and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the Work of any surrounding Contractor.

40.2 When materials, supplies, etc., have been delivered to the site of the Work which do not comply with the specifications and have not been approved, Contractor shall, upon notification, immediately remove from the premises any such condemned materials, supplies, etc., and shall replace them with materials, supplies, etc., in full accordance with the specifications.

ARTICLE 41. PAYROLLS AND BASIC RECORDS

41.1 Contractor shall maintain payrolls and basic records relating thereto for all laborers and mechanics working at the site of the Work during the course of the Work and shall preserve same for a minimum period of three (3) years thereafter.

41.2 The Contractor will submit weekly, two (2) copies of all payrolls to the Construction Manager. The copies shall be accompanied by a statement signed by the Contractor indicating that the payroll are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the Work he performed. The Prime Contractor shall be responsible for the submission of copies of payrolls of all of the subcontractors.

41.3 The Contractor must provide proof that federal, state and local taxes and all statutorily required payments made for or on behalf of employees are currently satisfied and must provide adequate assurances that such payments will be made for the duration of the contract.

ARTICLE 42. REIMBURSEMENT FOR INSPECTION SERVICES

42.1 It is hereby understood and mutually agreed, by and between the Contractor and the Construction Manager, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder, are ESSENTIAL CONDITIONS to this Contract and that TIME IS OF THE ESSENCE.

42.2 The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will insure full completion thereof within the specified time of a total of ninety (90) consecutive calendar days.

42.3 If Contractor shall fail to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Construction Manager the amount or Five Hundred ($500.00) Dollars for each and every working day, as a reimbursement for the "Inspection Services" of the Engineer, until the completion of Work. These amounts are in addition to the amounts set forth of the liquidated damages in the Contract Documents.

42.4 Such reimbursement shall not be applicable for the time required for completing any Extra Work ordered under the Contract or the suspension of the Work at the request of the Construction Manager.

ARTICLE 43. REFERENCE TO STANDARDS

43.1 Whenever reference is made to conformity with or to the standards of any technical society, organization, or body, in the installation or the furnishing of materials it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard.

43.2 Reference to a technical society, organization, or body, may be made in the Specifications by abbreviation in accordance with the following list:

A.C.I.	for American Concrete Institute
A.G.A.	for American Gas Association
A.I.E.E.	for American Institute of Electrical Engineers
A.I.S.C.	for American Institute of Steel Construction
A.S.A	for American Standards Institute
A.S.C.E.	for American Society of Civil Engineers
A.S.T.M.	for American Society of Testing Materials
A.S.M.E.	for American Society of Mechanical Engineers
A.W.W.A.	for American Water Works Association
C.I.P.R.A.	for Cast Iron Pipe Research Association

Fed. Spec.	for Federal Specification
A.A.S.H.T.O.	for American Association of State Highway Transportation Officials
N.E.M.A.	for National Electrical Manufacturers Association
A.W.P.A.	for American Wood Preservers Association
A.W.S.C.	for American Welding Society Code
PaDEP	for Pennsylvania Department of Environmental Protection
LCCD	for Lehigh County Conservation District
PennDOT	for Pennsylvania Department of Transportation

43.3 When reference is not made to a code, standard, or specification, the Standard Specifications of the A.S.T.M. shall govern.

ARTICLE 44. STANDBY PERSONNEL

44.1 If Contractor is obligated to employ standby personnel by any trade agreement to which it is a party, it shall determine and include all such costs thereof in its Bid Proposal. No Contractor shall, at any time, make a claim to the Construction Manager for costs relating to standby maintenance or standby supervision for electric motor-driven or other equipment. The Construction Manager will not, under any condition, entertain or consider a claim in this regard unless such claim is made as a result of the Construction Manager's unreasonable refusal to accept beneficial occupancy of the completed Project.

ARTICLE 45. CONSTRUCTION ACCESS ROUTES

45.1 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access route(s) either shown on the contract drawings or reasonably required so as to perform the Work and shall provide and maintain all reasonably required safety devices. The Contractor shall provide any necessary additional materials, their grading and compactions, and shall remove snow and debris as necessary to provide and maintain the general serviceable condition of the access roadbed, as well as pedestrian ways.

ARTICLE 46. CONSTRUCTION MANAGER'S RIGHT TO PERFORM WORK

46.1 The Construction Manager may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so, for the purpose of installing any apparatus or carrying on any construction not included in these specifications or for any other reasonable purpose.

ARTICLE 47. UNCOVERING OF WORK

47.1 If any portion of the Work is covered prior to inspection by the Construction Manager or the Engineer, especially Work specifically required by the Contract Documents to be inspected, it shall be uncovered for observation. Uncovering and the subsequent replacement of covering shall be at the Contractor's expense. The Contractor is obligated to advise the Engineer, by a minimum of two (2) business days written notice, of all Work scheduled to be covered which is reasonably subject to prior inspection before actual covering.

47.2 If any portion of the Work not specifically required to be inspected has been covered, which the Construction Manager or the Engineer did not request to observe prior to being covered a request may subsequently be made to inspect such Work, and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the contract documents, the cost of uncovering and replacement shall, by appropriate change order, be reimbursed by the Construction Manager. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs, unless it is found that this condition was caused by the Construction Manager, in which event the Construction Manager shall be responsible for the payment of such costs.

ARTICLE 48. CORRECTION OF WORK

48.1 The Contractor shall promptly correct all Work rejected by the Construction Manager or the Engineer as defective or failing to conform to the Contract Documents, whether observed before or after final acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the Engineer's additional services, if any.

48.2 The Contractor shall immediately, or as soon as is practicable, remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless removal is waived by the Construction Manager.

48.3 If the Contractor fails to correct defective or non-conforming Work in a timely manner, the Construction Manager may make arrangements for such correction by others and charge the cost of so doing to the responsible Contractor and/or its Sureties.

48.4 The Contractor shall be responsible for the cost of making good any and all Work destroyed or damaged by such correction or removal.

48.5 Nothing contained herein shall be construed to establish a period of limitation, with respect to any other obligation, which the Contractor might have under the Contract Documents.

APPENDIX A

NEIGHBORHOOD IMPROVEMENT ZONE (NIZ) REQUIREMENTS

This Project is located within the Allentown Neighborhood Improvement Zone (NIZ) and will be utilizing NIZ funding. The NIZ program was established by Act 50 of 2009 and Act 26 of 2011. Most state and local taxes collected by businesses within the Allentown-based NIZ (including various taxes related to construction activities) will be used to repay bonds issued by the Allentown Neighborhood Improvement Zone Development Authority (ANIZDA) to fund various economic development projects within the zone, including an arena, and provide funding for redevelopment projects within the NIZ undertaken by private developers.

1. **Subcontractor Directory.** Within ten (10) days of engaging a subcontractor, Contractor must provide the NIZ Advisor (identified below) with a list of each subcontractor with whom they will be contracting to provide labor and materials for this project. Contractor shall include complete and accurate contact information for each subcontractor, including name, address, phone number, and e-mail address.

2. **Reporting Requirements.** Contractor and its subcontractors shall strictly comply with the following NIZ Reporting Requirements:

(a) Within fifteen (15) days after being awarded a contract, Contractor and subcontractors shall schedule a meeting with the NIZ Advisor to review the NIZ Reporting Requirements. At this meeting, Contractor and subcontractors shall provide the NIZ Advisor with an appropriate contact person within their organization that can provide information concerning their respective Pennsylvania and local payroll taxes, sales, and use taxes and City of Allentown's Business Privilege Tax ("NIZ Revenue Taxes").

(b) In order to perform work in the NIZ, the contractor and its subcontractors must be a NIZ Qualified Business. This is achieved by providing a physical address within the NIZ. This will be coordinated and assigned by the NIZ Advisor during the NIZ Reporting Requirements meeting.

(c) Must obtain a business license from the City of Allentown for each calendar year that the Contractor and its subcontractors work in the NIZ. A copy of any/all licenses must be emailed to the NIZ Advisor within fifteen (15) days of reviewing the NIZ Reporting Requirements with the NIZ Advisor.

(d) Submit monthly reports on the 15th of each month for the prior month's NIZ Revenue Taxes. Reporting should reflect cash basis (not accrual).

(e) An Exhibit shall be included in the contract documents that reflects the reports that will be due on the 15th of each month for the prior month's NIZ Revenue Taxes:

(i) **Form A**: NIZ Monthly Report
(ii) **Form B**: NIZ Sales Use Tax Details
(iii) **Form C**: NIZ Use Tax Details

Back up, documentation will be required for all sales and use taxes. The NIZ Advisor will provide direction to the Contractor and subcontractor concerning the completion and submission of the required documentation and organization of the backup documentation to comply with the NIZ.

(f) General demographic information about the contractor, its subcontractors, and vendors must be provided to the NIZ Advisor within fifteen (15) days of meeting to review the NIZ Reporting Requirements. This includes:

(i) Legal Entity Name
(ii) Federal Employer Identification Number (FEIN)
(iii) Contact Person
(iv) Contact Email
(v) Contact Phone Number
(vi) Mailing Address
(vii) City of Allentown Business License Number
(viii) City of Allentown Account Number

(g) At the end of each calendar year, Contractor and its subcontractors must provide any additional paperwork required in order to complete the official forms for the PA Department of Revenue and the City of Allentown. Please use these additional exhibits:

(i) **Form D**: NIZ Year-End Payroll Template – Summary of W3 Information
(ii) **Form E**: NIZ Sales & Use Tax Reconciliation
(iii) **Form F**: NIZ Information Request Form

(h) All Microsoft Excel spreadsheets must be returned via email in Excel (.xls or .xlsx) format. PDF documents will not be accepted.

(i) In each January following a year in which they performed work for this project, Contractor and its subcontractors must provide all required NIZ documentation to the Authorized Accountant to enable the Authorized Accountant to complete all end-of-year NIZ reporting to the Pennsylvania Department of Revenue and the City of Allentown.

(j) Contractor and its subcontractors shall sign and deliver an Acknowledgement Letter and Power of Attorney in favor of the Authorized Accountant to enable them to perform the year-end compliance. These are included as exhibits.

(k) Contractor and its subcontractors shall, respectively, keep records of and report as NIZ Revenue Taxes, all sales and use taxes paid by it in the course of providing labor and materials for this project, whether or not the sales and use taxes are charged to Owner.

NOTE: These requirements may be modified, supplemented, replaced, or eliminated. The NIZ Advisor will provide all parties with the most up-to-date information as the project progresses.

3. **Failure To Comply.** The Contractor and subcontractors acknowledge and agree that:

(a) Failure to timely comply with the applicable NIZ Reporting Requirements shall be deemed a default under their respective contract. Contractor acknowledges and agrees that a failure by any of its subcontractors to comply with the NIZ Reporting Requirements shall be a default under its contract.

(b) NIZ Advisor is authorized to document and report all instances of contractors and its subcontractor's non-compliance with any of the NIZ Requirements to the Contractor and other contractors, construction managers and/or developers who have engaged the NIZ Advisor to perform services on any project utilizing NIZ funding, and request payment be held.

(c) NIZ Advisor is authorized to recommend to the developer and construction manager not to utilize contractors and its subcontractor on future NIZ projects if contractors and its subcontractor does not comply with the NIZ requirements.

4. **NIZ Advisor.** The NIZ Act requires specific tracking, documentation, and reporting of monies utilized. To assist with the administration of reporting processes, the construction manager has retained a "NIZ Advisor" for the Project to assist all contractors, including its sub-tier contractors (at NO COST to them), with compliance with the NIZ Reporting Requirements.

For purposes of this Contract, the NIZ Advisor is:

Edge Business Solutions
702 W Hamilton Street
Suite 200
Allentown, PA 18101
610-417-4274
celenehadeed@edgebizsol.com

5. **Authorized Accounting Firm.** For purposes of this contract, the Authorized Accounting Firm ("Authorized Accountant") for NIZ compliance is:

Regan, Levin, Bloss, Brown & Savchak, P.C. (aka *RLB Accountants*)
702 W Hamilton Street
Suite 200
Allentown, PA 18101
610-434-7700

6. **Copyrighted Material.** Forms A - F are copyrighted to Celene Hadeed, President of Edge Business Solutions, and cannot be utilized for other projects without official written consent of Ms. Hadeed.

EXHIBIT B

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Maple Street Garage
Awarding Agency:	North Star Construction
Contract Award Date:	2/2/2021
Serial Number:	21-00965
Project Classification:	Building
Determination Date:	2/5/2021
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Lehigh County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		$32.00	$26.51	$58.51
Asbestos & Insulation Workers	7/2/2018		$32.80	$26.76	$59.56
Asbestos & Insulation Workers	7/2/2019		$33.80	$27.26	$61.06
Asbestos & Insulation Workers	6/29/2020		$34.80	$28.01	$62.81
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		$28.52	$18.22	$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		$29.52	$18.22	$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		$29.26	$18.48	$47.74
Boilermakers	1/1/2018		$46.26	$33.36	$79.62
Boilermakers	3/1/2018		$45.89	$33.73	$79.62
Boilermakers	1/1/2019		$45.51	$34.11	$79.62
Boilermakers	8/1/2019		$47.21	$34.11	$81.32
Boilermakers	1/1/2021		$49.32	$34.90	$84.22
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		$31.72	$18.94	$50.66
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		$32.14	$19.32	$51.46
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		$32.65	$19.71	$52.36
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		$32.95	$20.41	$53.36
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		$33.94	$20.52	$54.46
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		$36.01	$25.54	$61.55
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	$37.33	$25.84	$63.17
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019		$38.27	$25.84	$64.11
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020		$40.35	$26.49	$66.84
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		$41.62	$26.49	$68.11
Carpenter - Chief of Party (Surveying & Layout)	5/1/2022		$42.94	$26.49	$69.43
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		$44.38	$26.49	$70.87
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		$45.87	$26.49	$72.36
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		$32.74	$25.54	$58.28
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	$33.49	$25.84	$59.33
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019		$34.79	$25.84	$60.63
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020		$35.09	$26.49	$61.58
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		$36.19	$26.49	$62.68
Carpenter - Instrument Person (Surveying & Layout)	5/1/2022		$37.34	$26.49	$63.83
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		$38.59	$26.49	$65.08
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		$39.89	$26.49	$66.38
Carpenter - Rodman (Surveying & Layout)	5/1/2017		$26.19	$20.35	$46.54
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	$26.79	$20.75	$47.54
Carpenter - Rodman (Surveying & Layout)	5/1/2019		$27.83	$20.75	$48.58
Carpenter - Rodman (Surveying & Layout)	5/1/2020		$17.55	$20.20	$37.75
Carpenter - Rodman (Surveying & Layout)	5/1/2021		$18.10	$20.20	$38.30
Carpenter - Rodman (Surveying & Layout)	5/1/2022		$18.68	$20.20	$38.88

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Rodman (Surveying & Layout)	5/1/2023		$19.30	$20.20	$39.50
Carpenter - Rodman (Surveying & Layout)	5/1/2024		$19.95	$20.20	$40.15
Carpenters	5/1/2017		$32.74	$25.54	$58.28
Carpenters	5/1/2018	4/30/2019	$33.49	$25.84	$59.33
Carpenters	5/1/2019		$34.79	$25.84	$60.63
Carpenters	5/1/2020		$35.09	$26.49	$61.58
Carpenters	5/1/2021		$36.19	$26.49	$62.68
Carpenters	5/1/2022		$37.29	$26.49	$63.78
Carpenters	5/1/2023		$38.54	$26.49	$65.03
Carpenters	5/1/2024		$39.84	$26.49	$66.33
Cement Masons	5/1/2017		$28.40	$22.88	$51.28
Cement Masons	5/1/2019		$31.00	$22.68	$53.68
Cement Masons	5/1/2020		$31.60	$23.33	$54.93
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		$52.44	$37.27	$89.71
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		$43.45	$34.47	$77.92
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2020		$43.70	$37.27	$80.97
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		$43.70	$37.27	$80.97
Dockbuilder/Piledriver (Building, Heavy, Highway)	11/1/2017		$43.45	$33.22	$76.67
Dockbuilder/Piledriver (Building, Heavy, Highway)	5/1/2018		$44.70	$33.22	$77.92
Drywall Finisher	5/1/2017		$27.81	$18.17	$45.98
Drywall Finisher	5/1/2019		$28.58	$19.64	$48.22
Drywall Finisher	5/1/2020		$29.33	$20.01	$49.34
Electricians	12/1/2018		$41.06	$19.38	$60.44
Electricians	6/1/2019	5/31/2020	$42.86	$19.38	$62.24
Electricians	6/1/2020		$41.94	$22.16	$64.10
Elevator Constructor	1/1/2016		$45.04	$30.28	$75.32
Elevator Constructor	1/1/2018		$47.48	$33.00	$80.48
Floor Coverer	5/1/2019		$34.32	$26.84	$61.16
Floor Coverer	5/1/2020		$35.70	$26.84	$62.54
Floor Layer	5/1/2017		$32.72	$26.31	$59.03
Floor Layer	5/1/2018		$33.32	$26.49	$59.81
Glazier	5/1/2017		$34.69	$18.05	$52.74
Glazier	5/1/2018		$35.69	$18.35	$54.04
Glazier	5/1/2019	4/30/2020	$35.53	$20.06	$55.59
Glazier	5/1/2020	4/30/2021	$35.53	$21.51	$57.04
Glazier	5/1/2021		$35.53	$22.86	$58.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		$31.33	$28.42	$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		$32.53	$28.42	$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		$32.76	$29.88	$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		$33.76	$30.13	$63.89
Laborers (Class 01 - See notes)	5/1/2017		$25.39	$17.34	$42.73

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 01 - See notes)	5/1/2018	4/30/2019	$25.94	$17.89	$43.83
Laborers (Class 01 - See notes)	5/1/2019	4/30/2020	$26.99	$18.14	$45.13
Laborers (Class 01 - See notes)	5/1/2020		$27.89	$18.44	$46.33
Laborers (Class 02 - See notes)	5/1/2017		$26.42	$17.34	$43.76
Laborers (Class 02 - See notes)	5/1/2018	4/30/2019	$26.97	$17.89	$44.86
Laborers (Class 02 - See notes)	5/1/2019	4/30/2020	$28.02	$18.14	$46.16
Laborers (Class 02 - See notes)	5/1/2020		$28.92	$18.44	$47.36
Laborers (Class 03 - See notes)	5/1/2017		$26.19	$17.63	$43.82
Laborers (Class 03 - See notes)	5/1/2018	4/30/2019	$26.74	$18.18	$44.92
Laborers (Class 03 - See notes)	5/1/2019		$27.79	$18.28	$46.07
Laborers (Class 03 - See notes)	5/3/2020		$28.69	$18.58	$47.27
Laborers (Class 03 - See notes)	5/2/2021		$29.59	$18.58	$48.17
Laborers (Class 03 - See notes)	5/1/2022		$30.54	$18.58	$49.12
Laborers (Class 03 - See notes)	4/30/2023		$31.14	$19.18	$50.32
Laborers (Class 04 - See notes)	5/1/2017		$26.19	$17.63	$43.82
Laborers (Class 04 - See notes)	5/1/2018	4/30/2019	$26.74	$18.18	$44.92
Laborers (Class 04 - See notes)	5/1/2019		$27.79	$18.28	$46.07
Laborers (Class 04 - See notes)	5/3/2020		$30.19	$18.58	$48.77
Laborers (Class 04 - See notes)	5/2/2021		$31.09	$18.58	$49.67
Laborers (Class 04 - See notes)	5/1/2022		$32.04	$18.58	$50.62
Laborers (Class 04 - See notes)	4/30/2023		$32.64	$19.18	$51.82
Laborers (Class 05 - See notes)	5/1/2017		$28.19	$17.63	$45.82
Laborers (Class 05 - See notes)	5/1/2018	4/30/2019	$28.74	$18.18	$46.92
Laborers (Class 05 - See notes)	5/1/2019		$29.79	$18.28	$48.07
Laborers (Class 05 - See notes)	5/3/2020		$30.69	$18.58	$49.27
Laborers (Class 05 - See notes)	5/2/2021		$31.59	$18.58	$50.17
Laborers (Class 05 - See notes)	5/1/2022		$32.54	$18.58	$51.12
Laborers (Class 05 - See notes)	4/30/2023		$33.14	$19.18	$52.32
Laborers (Class 06 - See notes)	5/1/2017		$26.74	$17.34	$44.08
Laborers (Class 06 - See notes)	5/1/2018	4/30/2019	$26.19	$18.18	$44.37
Laborers (Class 06 - See notes)	5/1/2019		$28.34	$18.14	$46.48
Laborers (Class 06 - See notes)	5/1/2020		$29.24	$18.44	$47.68
Marble Mason	5/1/2017		$28.15	$18.56	$46.71
Marble Mason	5/1/2018		$28.77	$18.94	$47.71
Marble Mason	5/1/2019		$29.38	$19.33	$48.71
Marble Mason	5/1/2020		$29.98	$19.73	$49.71
Marble Mason	5/1/2021		$30.57	$20.14	$50.71
Millwright	7/1/2017		$39.19	$30.24	$69.43
Millwright	5/1/2018		$41.02	$30.96	$71.98
Millwright	5/1/2019		$42.94	$31.29	$74.23
Operators (Building, Class 01 - See Notes)	5/1/2017		$35.24	$24.58	$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		$36.78	$25.03	$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		$36.78	$27.03	$63.81
Operators (Building, Class 01 - See Notes)	5/1/2020		$38.32	$27.49	$65.81

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 01 - See Notes)	5/1/2021		$39.87	$27.94	$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		$37.49	$25.23	$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		$39.03	$25.69	$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		$39.03	$27.69	$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		$40.57	$28.15	$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		$42.12	$28.60	$70.72
Operators (Building, Class 02 - See Notes)	5/1/2017		$34.96	$24.49	$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		$36.50	$24.95	$61.45
Operators (Building, Class 02 - See Notes)	5/1/2019		$36.50	$26.94	$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		$38.05	$27.39	$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		$39.59	$27.85	$67.44
Operators (Building, Class 02A - See Notes)	5/1/2017		$37.21	$25.16	$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		$38.75	$25.61	$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		$38.75	$27.61	$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		$40.30	$28.06	$68.36
Operators (Building, Class 02A - See Notes)	5/1/2021		$41.84	$28.52	$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		$32.23	$23.68	$55.91
Operators (Building, Class 03 - See Notes)	5/1/2018		$33.78	$24.12	$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		$33.78	$26.13	$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		$35.32	$26.59	$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		$36.87	$27.04	$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		$30.33	$22.12	$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		$32.63	$23.80	$56.43
Operators (Building, Class 04 - See Notes)	5/1/2019		$32.63	$25.81	$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		$34.18	$26.26	$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		$35.72	$26.72	$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		$29.87	$21.99	$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		$32.18	$23.69	$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		$32.19	$25.67	$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		$33.73	$26.13	$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		$35.27	$26.59	$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		$29.00	$21.72	$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		$31.31	$23.41	$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		$31.31	$25.41	$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		$32.86	$25.86	$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		$34.40	$26.32	$60.72
Operators (Building, Class 07A- See Notes)	5/1/2017		$42.44	$28.13	$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		$44.29	$28.68	$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		$44.60	$30.77	$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		$46.46	$31.31	$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		$48.31	$31.86	$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		$42.09	$28.03	$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		$43.95	$28.58	$72.53
Operators (Building, Class 07B- See Notes)	5/1/2019		$44.26	$30.66	$74.92

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 07B- See Notes)	5/1/2020		$46.11	$31.21	$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		$47.96	$31.77	$79.73
Painters Class 1 (see notes)	5/1/2017		$27.25	$18.17	$45.42
Painters Class 1 (see notes)	5/1/2019		$28.31	$19.77	$48.08
Painters Class 1 (see notes)	5/1/2020		$28.91	$20.42	$49.33
Painters Class 2 (see notes)	5/1/2017		$30.15	$18.17	$48.32
Painters Class 2 (see notes)	5/1/2019		$31.21	$19.78	$50.99
Painters Class 2 (see notes)	5/1/2020		$31.81	$20.43	$52.24
Painters Class 3 (see notes)	5/1/2017		$36.25	$18.17	$54.42
Plasterers	5/1/2017		$29.93	$21.51	$51.44
Plasterers	5/1/2019		$32.08	$21.86	$53.94
Plasterers	5/1/2020		$32.88	$22.31	$55.19
plumber	5/1/2019		$45.92	$31.72	$77.64
plumber	8/1/2020		$47.43	$32.86	$80.29
Plumbers	5/1/2017		$44.39	$30.60	$74.99
Roofers (Composition)	5/1/2017		$36.15	$30.22	$66.37
Roofers (Composition)	5/1/2018		$37.15	$31.27	$68.42
Roofers (Composition)	5/1/2019		$38.35	$31.80	$70.15
Roofers (Composition)	5/1/2020		$39.50	$32.30	$71.80
Roofers (Shingle)	5/1/2016		$25.70	$19.17	$44.87
Roofers (Shingle)	5/1/2019		$28.50	$20.87	$49.37
Roofers (Shingle)	5/1/2020		$29.50	$21.25	$50.75
Roofers (Slate & Tile)	5/1/2016		$28.70	$19.17	$47.87
Roofers (Slate & Tile)	5/1/2018		$30.50	$20.37	$50.87
Roofers (Slate & Tile)	5/1/2019		$31.50	$20.87	$52.37
Roofers (Slate & Tile)	5/1/2020		$32.50	$21.25	$53.75
Sheet Metal Workers	12/1/2015		$32.64	$32.89	$65.53
Sheet Metal Workers	6/1/2017		$33.98	$35.40	$69.38
Sheet Metal Workers	6/1/2018		$34.78	$36.45	$71.23
Sheet Metal Workers	6/1/2019		$36.08	$37.65	$73.73
Sheet Metal Workers	6/1/2020		$36.08	$40.15	$76.23
Sheet Metal Workers	6/1/2021		$36.08	$42.65	$78.73
Sprinklerfitters	4/1/2017		$37.40	$21.74	$59.14
Sprinklerfitters	4/1/2018		$38.80	$22.74	$61.54
Sprinklerfitters	4/1/2020		$38.90	$26.42	$65.32
Steamfitters	5/1/2017		$46.99	$32.67	$79.66
Steamfitters	5/1/2019		$49.93	$35.82	$85.75
Steamfitters	5/1/2020		$51.73	$37.07	$88.80
Terrazzo Finisher	5/1/2017		$31.64	$15.62	$47.26
Terrazzo Finisher	5/1/2018		$32.35	$15.91	$48.26
Terrazzo Finisher	5/1/2019		$33.04	$16.22	$49.26
Terrazzo Finisher	5/1/2020		$32.26	$18.48	$50.74
Terrazzo Grinder	5/1/2020		$32.95	$18.48	$51.43
Terrazzo Mechanics	5/1/2020		$32.91	$20.11	$53.02

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Setter	5/1/2017		$30.63	$18.85	$49.48
Terrazzo Setter	5/1/2018		$31.23	$19.25	$50.48
Terrazzo Setter	5/1/2019		$31.81	$19.67	$51.48
Tile & Marble Finisher	5/1/2017		$26.39	$14.70	$41.09
Tile & Marble Finisher	5/1/2018		$27.05	$15.04	$42.09
Tile & Marble Finisher	5/1/2019		$27.69	$15.40	$43.09
Tile & Marble Finisher	5/1/2020		$28.31	$15.78	$44.09
Tile & Marble Finisher	5/1/2020		$28.31	$15.78	$44.09
Tile & Marble Finisher	5/1/2021		$28.90	$16.19	$45.09
Tile Setter	5/1/2017		$28.15	$18.56	$46.71
Tile Setter	5/1/2018		$28.77	$18.94	$47.71
Tile Setter	5/1/2019		$29.38	$19.33	$48.71
Tile Setter	5/1/2020		$29.68	$20.03	$49.71
Tile Setter	5/1/2020		$29.98	$19.73	$49.71
Tile Setter	5/1/2021		$30.57	$20.14	$50.71
Truckdriver class 1(see notes)	5/1/2017		$34.47	$0.00	$34.47
Truckdriver class 1(see notes)	5/1/2018		$35.32	$0.00	$35.32
Truckdriver class 1(see notes)	5/1/2019		$36.12	$0.00	$36.12
Truckdriver class 2 (see notes)	5/1/2017		$34.54	$0.00	$34.54
Truckdriver class 2 (see notes)	5/1/2018		$35.39	$0.00	$35.39
Truckdriver class 2 (see notes)	5/1/2019		$36.19	$0.00	$36.19
Truckdriver class 3 (see notes)	5/1/2017		$35.03	$0.00	$35.03
Truckdriver class 3 (see notes)	5/1/2018		$35.88	$0.00	$35.88
Truckdriver class 3 (see notes)	5/1/2019		$36.68	$0.00	$36.68
Window Film / Tint Installer	6/1/2019		$24.52	$12.08	$36.60

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		$36.07	$25.54	$61.61
Carpenter - Chief of Party (Surveying & Layout)	5/1/2018	4/30/2019	$37.06	$25.84	$62.90
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019		$38.10	$26.19	$64.29
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020		$40.64	$26.49	$67.13
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		$41.91	$26.49	$68.40
Carpenter - Chief of Party (Surveying & Layout)	5/1/2022		$43.23	$26.49	$69.72
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		$44.67	$26.49	$71.16
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		$46.16	$26.49	$72.65
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		$32.79	$25.54	$58.33
Carpenter - Instrument Person (Surveying & Layout)	5/1/2018	4/30/2019	$33.69	$25.84	$59.53
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019		$34.64	$26.19	$60.83
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020		$35.34	$26.49	$61.83
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		$36.44	$26.49	$62.93
Carpenter - Instrument Person (Surveying & Layout)	5/1/2022		$37.59	$26.49	$64.08
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		$38.84	$26.49	$65.33
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		$40.14	$26.49	$66.63
Carpenter - Rodman (Surveying & Layout)	5/1/2017		$26.23	$20.35	$46.58
Carpenter - Rodman (Surveying & Layout)	5/1/2018	4/30/2019	$26.95	$20.50	$47.45
Carpenter - Rodman (Surveying & Layout)	5/1/2019		$27.77	$20.70	$48.47
Carpenter - Rodman (Surveying & Layout)	5/1/2020		$28.27	$20.90	$49.17
Carpenter - Rodman (Surveying & Layout)	5/1/2021		$29.15	$20.90	$50.05
Carpenter - Rodman (Surveying & Layout)	5/1/2022		$30.07	$20.90	$50.97
Carpenter - Rodman (Surveying & Layout)	5/1/2023		$31.07	$20.90	$51.97
Carpenter - Rodman (Surveying & Layout)	5/1/2024		$32.11	$20.90	$53.01
Carpenters	5/1/2017		$32.79	$25.54	$58.33
Carpenters	5/1/2018	4/30/2019	$33.69	$25.84	$59.53
Carpenters	5/1/2019		$34.99	$25.84	$60.83
Carpenters	5/1/2020		$35.34	$26.49	$61.83
Carpenters	5/1/2021		$36.44	$26.49	$62.93
Carpenters	5/1/2022		$37.59	$26.49	$64.08
Carpenters	5/1/2023		$38.84	$26.49	$65.33
Carpenters	5/1/2024		$40.14	$26.49	$66.63
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		$52.44	$37.27	$89.71
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		$43.70	$37.27	$80.97
Electric Lineman	5/29/2017		$44.22	$23.94	$68.16
Electric Lineman	5/28/2018		$45.25	$24.94	$70.19
Electric Lineman	5/27/2019		$46.32	$25.97	$72.29
Electric Lineman	6/1/2020		$47.42	$27.04	$74.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		$31.33	$28.42	$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		$32.53	$28.42	$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		$32.76	$29.88	$62.64
Iron Workers (Bridge, Structural Steel, Ornamental,	7/1/2020		$33.76	$30.13	$63.89

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Precast, Reinforcing)					
Laborers (Class 01 - See notes)	5/1/2016		$19.81	$15.79	$35.60
Laborers (Class 01 - See notes)	5/1/2017		$20.36	$16.29	$36.65
Laborers (Class 01 - See notes)	5/1/2018		$20.96	$16.79	$37.75
Laborers (Class 01 - See notes)	5/1/2019		$21.61	$17.29	$38.90
Laborers (Class 01 - See notes)	5/1/2020		$22.41	$17.69	$40.10
Laborers (Class 01 - See notes)	5/1/2021		$23.21	$18.09	$41.30
Laborers (Class 01 - See notes)	5/1/2022		$24.01	$18.54	$42.55
Laborers (Class 01 - See notes)	5/1/2023		$24.81	$18.99	$43.80
Laborers (Class 01 - See notes)	5/1/2024		$25.61	$19.49	$45.10
Laborers (Class 02 - See notes)	5/1/2016		$26.43	$15.79	$42.22
Laborers (Class 02 - See notes)	5/1/2017		$26.98	$16.29	$43.27
Laborers (Class 02 - See notes)	5/1/2018		$27.58	$16.79	$44.37
Laborers (Class 02 - See notes)	5/1/2019		$28.23	$17.29	$45.52
Laborers (Class 02 - See notes)	5/1/2020		$29.03	$17.69	$46.72
Laborers (Class 02 - See notes)	5/1/2021		$29.83	$18.09	$47.92
Laborers (Class 02 - See notes)	5/1/2022		$30.63	$18.54	$49.17
Laborers (Class 02 - See notes)	5/1/2023		$31.43	$18.99	$50.42
Laborers (Class 02 - See notes)	5/1/2024		$32.23	$19.49	$51.72
Laborers (Class 03 - See notes)	5/1/2016		$23.42	$15.79	$39.21
Laborers (Class 03 - See notes)	5/1/2017		$23.97	$16.29	$40.26
Laborers (Class 03 - See notes)	5/1/2018		$24.57	$16.79	$41.36
Laborers (Class 03 - See notes)	5/1/2019		$25.22	$17.29	$42.51
Laborers (Class 03 - See notes)	5/1/2020		$26.02	$17.69	$43.71
Laborers (Class 03 - See notes)	5/1/2021		$26.82	$18.09	$44.91
Laborers (Class 03 - See notes)	5/1/2022		$27.62	$18.54	$46.16
Laborers (Class 03 - See notes)	5/1/2023		$28.42	$18.99	$47.41
Laborers (Class 03 - See notes)	5/1/2024		$29.22	$19.49	$48.71
Laborers (Class 04 - See notes)	5/1/2016		$23.77	$15.79	$39.56
Laborers (Class 04 - See notes)	5/1/2017		$24.32	$16.29	$40.61
Laborers (Class 04 - See notes)	5/1/2018		$24.92	$16.79	$41.71
Laborers (Class 04 - See notes)	5/1/2019		$25.57	$17.29	$42.86
Laborers (Class 04 - See notes)	5/1/2020		$26.37	$17.69	$44.06
Laborers (Class 04 - See notes)	5/1/2021		$27.17	$18.09	$45.26
Laborers (Class 04 - See notes)	5/1/2022		$27.97	$18.54	$46.51
Laborers (Class 04 - See notes)	5/1/2023		$28.77	$18.99	$47.76
Laborers (Class 04 - See notes)	5/1/2024		$29.57	$19.49	$49.06
Laborers (Class 05 - See notes)	5/1/2016		$24.44	$15.79	$40.23
Laborers (Class 05 - See notes)	5/1/2017		$24.99	$16.29	$41.28
Laborers (Class 05 - See notes)	5/1/2018		$25.59	$16.79	$42.38
Laborers (Class 05 - See notes)	5/1/2019		$26.24	$17.29	$43.53
Laborers (Class 05 - See notes)	5/1/2020		$27.04	$17.69	$44.73
Laborers (Class 05 - See notes)	5/1/2021		$27.84	$18.09	$45.93
Laborers (Class 05 - See notes)	5/1/2022		$28.64	$18.54	$47.18

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	5/1/2023		$29.44	$18.99	$48.43
Laborers (Class 05 - See notes)	5/1/2024		$30.24	$19.49	$49.73
Laborers (Class 06 - See notes)	5/1/2016		$23.86	$15.79	$39.65
Laborers (Class 06 - See notes)	5/1/2017		$24.41	$16.29	$40.70
Laborers (Class 06 - See notes)	5/1/2018		$25.01	$16.79	$41.80
Laborers (Class 06 - See notes)	5/1/2019		$25.66	$17.29	$42.95
Laborers (Class 06 - See notes)	5/1/2020		$26.46	$17.69	$44.15
Laborers (Class 06 - See notes)	5/1/2021		$27.26	$18.09	$45.35
Laborers (Class 06 - See notes)	5/1/2022		$28.06	$18.54	$46.60
Laborers (Class 06 - See notes)	5/1/2023		$28.86	$18.99	$47.85
Laborers (Class 06 - See notes)	5/1/2024		$29.66	$19.49	$49.15
Laborers (Class 07 - See notes)	5/1/2016		$24.15	$15.79	$39.94
Laborers (Class 07 - See notes)	5/1/2017		$24.70	$16.29	$40.99
Laborers (Class 07 - See notes)	5/1/2018		$25.30	$16.79	$42.09
Laborers (Class 07 - See notes)	5/1/2019		$25.95	$17.29	$43.24
Laborers (Class 07 - See notes)	5/1/2020		$26.75	$17.69	$44.44
Laborers (Class 07 - See notes)	5/1/2021		$27.55	$18.09	$45.64
Laborers (Class 07 - See notes)	5/1/2022		$28.35	$18.54	$46.89
Laborers (Class 07 - See notes)	5/1/2023		$29.15	$18.99	$48.14
Laborers (Class 07 - See notes)	5/1/2024		$29.95	$19.49	$49.44
Laborers (Class 08 - See notes)	5/1/2016		$24.63	$15.79	$40.42
Laborers (Class 08 - See notes)	5/1/2017		$25.18	$16.29	$41.47
Laborers (Class 08 - See notes)	5/1/2018		$25.78	$16.79	$42.57
Laborers (Class 08 - See notes)	5/1/2019		$26.43	$17.29	$43.72
Laborers (Class 08 - See notes)	5/1/2020		$27.23	$17.69	$44.92
Laborers (Class 08 - See notes)	5/1/2021		$28.03	$18.09	$46.12
Laborers (Class 08 - See notes)	5/1/2022		$28.83	$18.54	$47.37
Laborers (Class 08 - See notes)	5/1/2023		$29.63	$18.99	$48.62
Laborers (Class 08 - See notes)	5/1/2024		$30.43	$19.49	$49.92
Laborers Class 01 - See Notes (Building, Heavy, Highway)	5/1/2020		$22.41	$17.69	$40.10
Laborers Class 01 - See Notes (Building, Heavy, Highway)	5/1/2021		$23.21	$18.09	$41.30
Laborers Class 01 - See Notes (Building, Heavy, Highway)	5/1/2022		$24.01	$18.54	$42.55
Laborers Class 01 - See Notes (Building, Heavy, Highway)	5/1/2023		$24.81	$18.99	$43.80
Laborers Class 01 - See Notes (Building, Heavy, Highway)	5/1/2024		$25.61	$19.49	$45.10
Laborers Class 02 - See Notes (Building, Heavy, Highway)	5/1/2020		$29.03	$17.69	$46.72
Laborers Class 02 - See Notes (Building, Heavy, Highway)	5/1/2021		$29.83	$18.09	$47.92
Laborers Class 02 - See Notes (Building, Heavy, Highway)	5/1/2022		$30.63	$18.54	$49.17
Laborers Class 02 - See Notes (Building, Heavy, Highway)	5/1/2023		$31.43	$18.99	$50.42

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers Class 02 - See Notes (Building, Heavy, Highway)	5/1/2024		$32.23	$19.49	$51.72
Laborers Class 03 - See Notes (Building, Heavy, Highway)	5/1/2020		$26.02	$17.69	$43.71
Laborers Class 03 - See Notes (Building, Heavy, Highway)	5/1/2021		$26.82	$18.09	$44.91
Laborers Class 03 - See Notes (Building, Heavy, Highway)	5/1/2022		$27.62	$18.54	$46.16
Laborers Class 03 - See Notes (Building, Heavy, Highway)	5/1/2023		$28.42	$18.99	$47.41
Laborers Class 03 - See Notes (Building, Heavy, Highway)	5/1/2024		$29.22	$19.49	$48.71
Laborers Class 04 - See Notes (Building, Heavy, Highway)	5/1/2020		$26.37	$17.69	$44.06
Laborers Class 04 - See Notes (Building, Heavy, Highway)	5/1/2021		$27.17	$18.09	$45.26
Laborers Class 04 - See Notes (Building, Heavy, Highway)	5/1/2022		$27.97	$18.54	$46.51
Laborers Class 04 - See Notes (Building, Heavy, Highway)	5/1/2023		$28.77	$18.99	$47.76
Laborers Class 04 - See Notes (Building, Heavy, Highway)	5/1/2024		$29.57	$19.49	$49.06
Laborers Class 05 - See Notes (Building, Heavy, Highway)	5/1/2020		$27.04	$17.69	$44.73
Laborers Class 05 - See Notes (Building, Heavy, Highway)	5/1/2021		$27.84	$18.09	$45.93
Laborers Class 05 - See Notes (Building, Heavy, Highway)	5/1/2022		$28.64	$18.54	$47.18
Laborers Class 05 - See Notes (Building, Heavy, Highway)	5/1/2023		$29.44	$18.99	$48.43
Laborers Class 05 - See Notes (Building, Heavy, Highway)	5/1/2024		$30.24	$19.49	$49.73
Laborers Class 06 - See Notes (Building, Heavy, Highway)	5/1/2020		$26.46	$17.69	$44.15
Laborers Class 06 - See Notes (Building, Heavy, Highway)	5/1/2021		$27.26	$18.09	$45.35
Laborers Class 06 - See Notes (Building, Heavy, Highway)	5/1/2022		$28.06	$18.54	$46.60
Laborers Class 06 - See Notes (Building, Heavy, Highway)	5/1/2023		$28.86	$18.99	$47.85
Laborers Class 06 - See Notes (Building, Heavy, Highway)	5/1/2024		$29.66	$19.49	$49.15
Laborers Class 07 - See Notes (Building, Heavy, Highway)	5/1/2020		$26.75	$17.69	$44.44
Laborers Class 07 - See Notes (Building, Heavy, Highway)	5/1/2021		$27.55	$18.09	$45.64
Laborers Class 07 - See Notes (Building, Heavy, Highway)	5/1/2022		$28.35	$18.54	$46.89
Laborers Class 07 - See Notes (Building, Heavy, Highway)	5/1/2023		$29.15	$18.99	$48.14
Laborers Class 07 - See Notes (Building, Heavy, Highway)	5/1/2024		$29.95	$19.49	$49.44
Laborers Class 08 - See Notes (Building, Heavy, Highway)	5/1/2020		$27.23	$17.69	$44.92

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers Class 08 - See Notes (Building, Heavy, Highway)	5/1/2021		$28.03	$18.09	$46.12
Laborers Class 08 - See Notes (Building, Heavy, Highway)	5/1/2022		$28.83	$18.54	$47.37
Laborers Class 08 - See Notes (Building, Heavy, Highway)	5/1/2023		$29.63	$18.99	$48.62
Laborers Class 08 - See Notes (Building, Heavy, Highway)	5/1/2024		$30.43	$19.49	$49.92
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2016		$32.16	$22.64	$54.80
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2017		$33.80	$24.16	$57.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2018		$35.35	$24.61	$59.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2019		$35.35	$26.61	$61.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2020		$36.90	$27.06	$63.96
Operators (Building/Heavy, Class 01 - See Notes)	5/1/2021		$38.44	$27.52	$65.96
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2017		$36.05	$24.82	$60.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2018		$37.60	$25.27	$62.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2019		$37.60	$27.27	$64.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2020		$39.14	$27.73	$66.87
Operators (Building/Heavy, Class 01a - See Notes)	5/1/2021		$40.69	$28.18	$68.87
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2017		$33.52	$24.07	$57.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2018		$35.07	$24.52	$59.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2019		$35.07	$26.52	$61.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2020		$36.61	$26.98	$63.59
Operators (Building/Heavy, Class 02 - See Notes)	5/1/2021		$38.16	$27.43	$65.59
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2017		$35.78	$24.72	$60.50
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2018		$37.32	$25.19	$62.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2019		$37.32	$27.19	$64.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2020		$38.87	$27.64	$66.51
Operators (Building/Heavy, Class 02a - See Notes)	5/1/2021		$40.41	$28.10	$68.51
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2017		$30.60	$23.21	$53.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2018		$32.15	$23.66	$55.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2019		$32.15	$25.66	$57.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2020		$33.69	$26.12	$59.81
Operators (Building/Heavy, Class 03 - See Notes)	5/1/2021		$35.24	$26.57	$61.81
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2017		$29.47	$22.88	$52.35
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2018		$31.01	$23.32	$54.33
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2019		$31.01	$25.33	$56.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2020		$32.55	$25.79	$58.34
Operators (Building/Heavy, Class 04 - See Notes)	5/1/2021		$34.10	$26.24	$60.34
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2017		$29.02	$22.74	$51.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2018		$30.56	$23.20	$53.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2019		$30.56	$25.20	$55.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2020		$32.11	$25.65	$57.76
Operators (Building/Heavy, Class 05 - See Notes)	5/1/2021		$33.65	$26.11	$59.76
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2017		$28.14	$22.49	$50.63
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2018		$29.68	$22.93	$52.61

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PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2019		$29.68	$24.94	$54.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2020		$31.23	$25.39	$56.62
Operators (Building/Heavy, Class 06 - See Notes)	5/1/2021		$32.77	$25.84	$58.61
Operators (Heavy, Class 07A - See Notes)	5/1/2017		$40.73	$27.63	$68.36
Operators (Heavy, Class 07A - See Notes)	5/1/2018		$42.58	$28.18	$70.76
Operators (Heavy, Class 07A - See Notes)	5/1/2019		$42.89	$30.27	$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		$44.74	$30.82	$75.56
Operators (Heavy, Class 07A - See Notes)	5/1/2021		$46.59	$31.37	$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		$40.38	$27.53	$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		$42.23	$28.09	$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		$42.54	$30.17	$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		$44.39	$30.72	$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		$46.25	$31.26	$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		$32.16	$22.64	$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		$32.93	$23.87	$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		$34.47	$24.33	$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		$34.47	$26.33	$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		$37.56	$25.24	$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		$39.10	$25.70	$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		$35.18	$24.56	$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		$36.72	$25.01	$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		$36.72	$27.01	$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		$39.81	$25.92	$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		$41.35	$26.38	$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		$30.98	$22.31	$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		$31.75	$23.53	$55.28
Operators (Highway, Class 02 - See Notes)	5/1/2018		$33.30	$23.98	$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		$33.29	$25.99	$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		$36.38	$24.90	$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		$37.93	$25.35	$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		$30.28	$22.10	$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		$31.06	$23.32	$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		$32.59	$23.80	$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		$32.59	$25.79	$58.38
Operators (Highway, Class 03 - See Notes)	5/1/2020		$35.69	$24.69	$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		$37.23	$25.16	$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		$29.82	$21.98	$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		$30.60	$23.20	$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		$32.14	$23.66	$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		$32.14	$25.66	$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		$35.23	$24.57	$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		$36.77	$25.03	$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		$29.31	$21.83	$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		$30.08	$23.06	$53.14

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 05 - See Notes)	5/1/2018		$31.63	$23.51	$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		$31.63	$25.51	$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		$34.72	$24.42	$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		$36.26	$24.87	$61.13
Operators (Highway, Class 06 - See Notes)	5/1/2016		$32.40	$22.70	$55.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		$33.17	$23.94	$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2018		$34.71	$24.39	$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		$34.71	$26.39	$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		$36.25	$26.85	$63.10
Operators (Highway, Class 06 - See Notes)	5/1/2021		$39.33	$25.78	$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		$34.65	$23.36	$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		$35.42	$24.59	$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		$36.96	$25.05	$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		$36.96	$27.05	$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		$40.04	$25.97	$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		$41.58	$26.43	$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		$38.56	$25.99	$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		$39.66	$27.31	$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		$41.52	$27.84	$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		$41.82	$29.95	$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		$45.23	$28.94	$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		$47.08	$29.49	$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		$37.17	$25.57	$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		$38.25	$26.89	$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		$40.10	$27.44	$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		$40.41	$29.53	$69.94
Operators (Highway, Class 07/B - See Notes)	5/1/2020		$43.81	$28.53	$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		$45.66	$29.08	$74.74
Painters Class 2 (see notes)	5/1/2020		$31.81	$20.43	$52.24
Painters Class 3 (see notes)	5/1/2019		$37.31	$19.78	$57.09
Painters Class 3 (see notes)	5/1/2020		$37.91	$20.43	$58.34
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		$40.98	$32.53	$73.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2020		$45.35	$36.93	$82.28
Truckdriver class 1(see notes)	5/1/2015		$32.57	$0.00	$32.57
Truckdriver class 1(see notes)	5/1/2016		$33.57	$0.00	$33.57
Truckdriver class 1(see notes)	5/1/2017		$34.47	$0.00	$34.47
Truckdriver class 1(see notes)	5/1/2018		$35.32	$0.00	$35.32
Truckdriver class 1(see notes)	5/1/2019		$36.19	$0.00	$36.19
Truckdriver class 1(see notes)	5/1/2019		$36.12	$0.00	$36.12
Truckdriver class 2 (see notes)	5/1/2015		$32.64	$0.00	$32.64
Truckdriver class 2 (see notes)	5/1/2016		$33.64	$0.00	$33.64
Truckdriver class 2 (see notes)	5/1/2017		$34.54	$0.00	$34.54
Truckdriver class 2 (see notes)	5/1/2018		$35.39	$0.00	$35.39
Truckdriver class 3 (see notes)	5/1/2015		$33.13	$0.00	$33.13

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 21-00965 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	5/1/2016		$34.13	$0.00	$34.13
Truckdriver class 3 (see notes)	5/1/2017		$35.03	$0.00	$35.03
Truckdriver class 3 (see notes)	5/1/2018		$35.88	$0.00	$35.88
Truckdriver class 3 (see notes)	5/1/2019		$36.68	$0.00	$36.68

EXHIBIT C

MICROPILES SCOPE

- Install all products as per the applicable manufactures written instructions. It is the Installation Contractor's responsibility to secure these instructions. Copies of these specifications are to be forwarded to North Star upon award of contract.

- Provide all reinforcing rods as required to complete the micropiles scope of work. All reinforcing rods shall be grade 60 deformed bars.

- Plates and reinforcement bar hardware furnished; installed by others

- North Star will be responsible the scheduling of all township inspections. Micropiles Contractor must give North Star 48 hours notice to allow for inspection scheduling.

- A copy of all test results will be provide to the Micropiles Contract upon his written request. The cost for additional testing resulting from below standard test results shall bear solely and completely on the Micropiles Contractor. The Micropiles Contractor shall fully cooperate with the testing agency.

- Micropiles Contractor shall submit all Micropiles mix designs and product literature applicable to this scope of work within two (2) weeks from award of contract. Micropiles Contract shall be solely and completely liable for use of any products not approved by the appropriate parties.

- Layout survey shall be provided by North Star.

- Any contractor who wishes to visit the site must make prior arrangements through this office.

- Provide a linear unit price for additional length in place with reinforcing.

- All work shall conform with applicable codes, rules, regulations (i.e....federal, state, local, etc...) that pertain to the scope of work covered under this contract. If required, subcontractor will secure necessary approvals from such governing agencies.

- Micropile Contractor shall be responsible for accepting the existing sub-grade elevation prior to start-up of work. Hand grading/raking will be the responsibility of the Micropiles Contractor.

- All work shall conform with applicable codes, rules, regulations (i.e....federal, state, local, etc...) that pertain to the scope of work covered under this contract. If required, subcontractor will secure necessary approvals from such governing agencies.

EXHIBIT D

Proposal Bid Form: 316000: Micropiles

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211516: APA - Maple Street Garage

920 Maple Street, Allentown, 18102, United States of America

North Star Construction Management

Allentown, PA, US

Anne Lehman | Project Coordinator | (610) 395-7005 | (610) 657-7064 | alehman@northstarcm.com

NORTH STAR Construction Management Inc.

SUBMIT ONLINE

LINE ITEMS

Description	Quantity	Unit Cost	Total Cost
*Mobilization			$
*Install Micropiles			$
*Tension Load Test			$
Base Bid			**$0**

ALTERNATES

*Micropile Cut-off - Onsite	$
*Micropile Cut-off - Post De-Mobilization	$
*Additional Lenear Footage	$
*Credit Linear Footage	$

SCOPE-SPECIFIC INFORMATION AND UNIT COSTS

*Schedule/Duration for Designs including Bond Stress Calculations (signed and sealed)	*input response here*
*Schedule/Duration for Load Test Results	*input response here*
*Schedule/Duration for Installation of Micropiles	*input response here*
*Total Linear Footings included in Base	*input response here*

SCOPE-SPECIFIC CLARIFICATIONS

Window to perform work is Monday through Saturday, 6:00 am to 11:00 pm

Provide full schedule including all items from start to finish

ATTACHMENTS

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920 Maple Street, Allentown, 18102, United States of America

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