

Pennsylvania Turnpike Commission
Harrisburg, Pennsylvania

GENERAL PROVISIONS FOR FACILITY PROJECTS

SECTION 101 — ABBREVIATIONS AND DEFINITIONS OF TERMS

101.01 MEANING OF TERMS - These specifications are generally written in the imperative mood. In sentences using the imperative mood, the subject, "the Contractor," is implied. Also implied in this language are "shall," "shall be," or similar words and phrases. In the Material sections, the subject may also be a Vendor, Fabricator, or Manufacturer, who may be supplying material, products, or equipment for use on the project. The word "will" generally pertains to decisions or actions of the Commission and/or Representative.

In these specifications or on the drawings, the following words or similar words refer to actions of the Commission and/or Representative, unless otherwise stated: "directed," "required," "permitted," "ordered," "designated," "prescribed." Also, the words "approved," "accepted," "acceptable," "satisfactory," "considered," or words with similar intent, mean by or to the Commission and/or Representative, subject to further review, as permitted by law or permitted elsewhere in these specifications.

In these specifications, reference to a subsection of the specifications includes all general requirements of the section of which the subsection is a part.

In these specifications, the words "or equal," referring to a product, material, or process, mean "equal as determined by the Commission and/or Representative."

In these specifications, the words, "as indicated," or "indicated" mean "as indicated or indicated on the prepared contract plans."

101.02 ABBREVIATIONS — The following is a list of abbreviations used in these specifications, in the proposal, and on the drawings. The list includes the meanings along with the abbreviations.

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	Associated General Contractors of America
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
API	American Petroleum Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating and Refrigeration Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
B&S	Brown & Sharpe Wire Gage
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute

CTC	Concrete Technology Corporation
DCNR	Pennsylvania Department of Conservation and Natural Resources
DEP	Pennsylvania Department of Environmental Protection
EBS	Electronic Bidding System
EEI	Edison Electrical Institute
FSS	Federal Specifications and Standards (General Service Administration)
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IMSA	International Municipal Signal Association
MUTCD	Manual on Uniform Traffic Control Devices (FHWA)
NBFU	National Board of Fire Underwriters
NCSA	National Crushed Stone Association
NEC	National Electrical Code
NELA	National Electric Light Association
NEMA	National Electrical Manufacturing Association
NESC	National Electrical Safety Code
NFPA	National Fire Prevention Association
OSHA	Operations Safety & Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PennDOT	Pennsylvania Department of Transportation
PEI	Porcelain Enamel Institute, Incorporated
PTM	Pennsylvania Test Method
PVC	Polyvinyl Chloride
QC	Quality Control
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories, Incorporated
UNC	Unified National Coarse
U.S.C.	United States Code
USSG	United States Standard Gage (For uncoated sheets and thin plates)
USSWG	United States Steel Wire Gage

101.03 DEFINITIONS

ACCEPTANCE CERTIFICATE — A letter of acceptance signed by the Chief Engineer may be issued.

ACTIVE WORK ZONE – The portion of a work zone where construction, maintenance, or utility workers are on the roadway or on the shoulder of the highway, and is adjacent to an open travel lane.

ADDENDUM - A public document issued before the receipt of bids, which revises, modifies or otherwise changes published specifications and bid documents.

ADDITIONAL WORK — Work, of a type already provided by the contract and for which the contract has established a unit price.

ADVERTISEMENT - The public announcement, required by law, inviting bids for work to be performed or for materials to be furnished. The Commission's Notice to Bidders may constitute the advertisement for a project of work.

AGENCY HEAD – The Chief Executive Officer of the Commission or authorized designee.

AIR TEMPERATURE - The measured temperature in the degrees Celsius (°C) (Fahrenheit (°F)) in the shade, not in the direct rays of the sun, and away from artificial heat.

AS-BUILT DRAWINGS - Changes are to be made in a neat and orderly manner in red marking and are to be true to applicable scales. The As-Built Drawings will become the property of the Commission at the completion of the project.

AWARD — The Commission's acceptance of a bid.

BID - The offer of a bidder to construct the project, at the prices bid or predetermined. For contracts, bids are submitted using the internet.

BIDDER — Any individual, firm, partnership, corporation or joint venture, submitting a bid for the work contemplated and acting either directly or through an authorized representative.

BID FORMS - The Commission forms on which bids are prepared and submitted for the work.

BID GUARANTY - The security furnished with a bid, to guarantee that the bidder will enter into a contract, if the bid is accepted.

BUSINESS PARTNER - An individual, firm, partnership, or corporation that has a valid Registered Business Partner Identification Number issued by the Commission.

CALENDAR DAY — Every day shown on the standard calendar.

CHANGE ORDER - An order, signed by the Representative, authorizing the performance of additional or extra work, or extra work on a force-account basis, as specified in Sections 109.02 and 109.03.

CHIEF ENGINEER — The Engineer in charge of the Commission's Engineering Department or authorized designee.

CHIEF EXECUTIVE OFFICER – The Chief Executive Officer of the Commission or authorized designee.

COMMISSION — The Pennsylvania Turnpike Commission.

CONSULTING ENGINEER - The Engineer employed by the Commission as Consulting Engineer in accordance with Trust Indenture requirements.

CONTRACT — The written agreement between the Commission and the Contractor, or the Purchase Order issued to the Contractor for the construction of the project.

The contract includes the following: The executed Contract or Purchase Order; Plans; Specifications; Performance Bond; Payment Bond; Insurance Certificates; Notice to Proceed; and all change orders and supplemental agreements that are required to complete the construction of the project.

CONTRACT ITEM (PAY ITEM) — A specifically described unit of work for which a price is provided in the contract.

CONTRACTING OFFICER – The Chief Engineer or authorized designee.

CONTRACTOR — The individual, firm, partnership, corporation or joint venture awarded the contract; acting directly through agents or employees, or the Surety in case of default; or each participant in a joint venture.

CROSS SECTIONS - Graphic representations of the original ground and the proposed highway, at right angles to the centerline or base line.

DEPARTMENT — Pennsylvania Department of Transportation.

DRAWINGS — See "PLANS".

ELECTRONIC FILE—Any data digitally formatted, e.g. landXML.

ENGINEER — An individual licensed and registered under the Laws of the Commonwealth of Pennsylvania designated by the Chief Engineer, acting directly or through a duly authorized representative, acting within the scope of the particular duties assigned or the authority given.

EXTRA WORK — Work arising from changes which result in a significant increase or decrease in the cost of performing the work and work having no quantity and/or price included in the contract, that is determined by the Chief Engineer to be necessary or desirable to complete the project.

FABRICATOR - A firm, company, or individual supplying fabricated material for the project.

FINAL INSPECTION — The inspection, conducted by the Representative, to determine if the project, or any substantial portion thereof, has been satisfactorily completed, according to contract requirements.

INSPECTOR — The person authorized and assigned by the Representative to make inspections of contract performance and of material furnished.

INSPECTOR-IN-CHARGE — The person authorized by the Representative to be in immediate charge of inspecting the performance of work on the project.

IN WRITING - Communication between parties delivered or sent, and received, in the form of a written letter, e-mail or facsimile.

JOINT VENTURE - A legal association of contractors, limited to three participants, formed for the purpose of bidding and executing a common contract.

LABORATORY - The testing laboratory designated by the Commission.

MANUFACTURER - A firm, company, or individual manufacturing material for the project.

MATERIAL - Substances specified for use in the project construction.

MILESTONE DATE — The date on which a specific portion of physical contract work is to be completed, before the Required Completion Date of all contract work.

NOTICE TO PROCEED DATE — The date on the Purchase Order or the date on the Notice to Proceed letter.

ONLINE BID - A bid submitted via the internet using the Commission's EBS.

PAYMENT BOND — The approved form of security, furnished by the Contractor and the surety, as a guaranty to pay promptly, or cause to be paid promptly, in full, such sums as may be due for all material furnished, labor supplied or performed, rental of equipment used, and services rendered by public utilities in, or in connection with, the work under contract.

PERFORMANCE BOND — The approved form of security, furnished by the Contractor and the surety, as a guaranty on the part of the Contractor to execute the work, in accordance with the terms of the specifications and contract.

PLANS — The approved documents or drawings, or exact reproductions of them, for construction of the project. The plans show the location, character, dimensions, approximate quantities, and other details of the prescribed work, including floor plans, elevations, sections and details; plans also include cited Standard Drawings. However, subsurface soil and geological data (e.g. the Soil Survey Report and Profile and Core Borings) are excluded from this definition.

PROJECT — All of the work described in the contract.

PROJECT BIDS - AASHTO's EBS software approved by the Commission for bidding contracts.

PROPOSAL — The documents, designated by the Commission, containing project requirements and other information upon which a bid for the project to be constructed is to be based. The proposal includes the Plans, Specifications, Special Provisions, referenced Standard Drawings, Addenda, and all other documents referred to therein, whether or not attached.

PURCHASE ORDER — The written agreement issued by the Commission to the Contractor for the completion of the project.

QUALITY CONTROL (QC) PLAN - A Contractor's or Vendor's prepared plan, submitted to and reviewed by the Representative, describing the proposed QC system. This plan contains, as a minimum, an inspection schedule, sample schedule, testing schedule, and required laboratory inspection reports.

QUALITY CONTROL (QC) SYSTEM - A system of controls, inspection, and tests, fully documented, providing reasonable assurance that all materials, products, and completed construction submitted for acceptance, conform to specifications.

REGULATIONS - The Commission will provide regulations applicable to the Turnpike.

REPRESENTATIVE - The authorized representative acting on behalf of the Chief Engineer.

REQUIRED COMPLETION DATE — The date on which all physical contract work, including any authorized additional or extra work, is to be completed. The Required Completion Date is: (1) the date which follows the Notice to Proceed Date by the number of calendar days allowed for contract completion shown in the contract plus any time extensions issued in writing by the Representative less any time reductions issued in writing by the Representative; or (2) the completion date shown in the contract plus any time extensions issued in writing by the Representative less any time reductions issued in writing by the Representative.

ROADSIDE DEVELOPMENT - Items for seeding, sodding, mulching, topsoiling, planting of ground covers, other planting, and items for erosion control.

SECRETARY - The Chief Engineer or authorized designee.

SHOP DRAWINGS - See WORKING DRAWINGS.

STANDARD DRAWINGS — Approved drawings, showing standard details, produced to be used repeatedly on projects.

STATE — The Commonwealth of Pennsylvania.

SUBCONTRACTOR - Any individual, partnership, firm or corporation, who/which undertakes, the partial or total construction of one or more items of project work, under the terms of the contract, with and responsible to the prime Contractor by virtue of an agreement.

SUPERINTENDENT - The Contractor's authorized representative in charge of the work.

SUPPLIER - A firm, company, or individual supplying material for the project.

SURETY — A corporate body, which is bound with and for the Contractor, for the satisfactory performance of the Contractor's work and for the prompt payment in full for material, labor, equipment rentals, and utility services, as provided in the bonds.

TRAFFIC CONTROL PLAN — A developed method or scheme for safely and efficiently moving traffic through or around a work zone.

TURNPIKE – The Pennsylvania Turnpike.

UTILITY ADJUSTMENT - The act of placing, setting, replacing, resetting, relocating, adjusting, reconstructing, altering or removing a Utility Infrastructure.

UTILITY INFRASTRUCTURE - A public or private facility or structure, whether or not owned by a utility, that is or will be in, on, under, or over the project site or a waste or borrow area designated in the proposal, and that either must be placed, set, replaced, reset, relocated, adjusted, reconstructed, altered or removed in order for the contract work to be performed or otherwise interferes with the performance of the contract work.

VENDOR - A firm, company, or individual supplying material or services for the project.

WORK — The furnishing of material, labor, equipment, and other incidentals necessary or convenient to successful project completion, plus the fulfillment of all duties and obligations imposed by the contract.

WORKING DRAWINGS — Required shop drawings, erection plans, falsework plans, stress sheets, framework plans, cofferdam plans, bending diagrams for reinforcing steel, and any other supplementary plans or similar data, all prepared by the Contractor.

WORK ZONE – The area of a highway where construction, maintenance or utility work activities are being conducted and which are to have traffic-control devices installed according to Title 67 of the Vehicle Code.

SECTION 102 — BIDDING REQUIREMENTS AND CONDITIONS

102.01 BUSINESS PARTNER REGISTRATION - Unless otherwise stated, contractors are required to register with the Commission as a business partner to submit contract bids. To become a business partner, go to the Commission's EBS homepage. Instructions for registration are available on the website. Contractors are not required to register as a business partner to submit purchase order bids.

102.02 INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES — The estimate of quantities, shown in the proposal, and in the contract, is approximate and is shown only as a basis for the calculation upon which the contract award is to be made. The Commission does not assume any responsibility that the quantities will actually be required in the project construction, nor will the Contractor be allowed to plead misunderstanding or deception because of the quantity estimates or because of the character of the work, the location, or other conditions. The Commission reserves the right to increase, to decrease, or to omit any of the quantities of work. An increase or decrease of the quantities of the items will not be sufficient grounds for granting an increase in the unit prices bid, except as specified in Section 109.02. The Commission assumes no liability for material ordered and supplied in advance of any operation and not used on the project. Payment will be made only for those amounts of materials actually incorporated into the project. Remove any surplus materials from the site at no additional expense to the Commission.

102.03 EXAMINATION OF PROPOSAL, PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK — The Commission's plans and specifications are complete and are prepared so any competent contractor is able to complete the proposed work. The bidder is required to carefully examine the proposal, plans, specifications, and project site and facility before submitting a bid. The submission of a bid will be considered proof that the bidder has made such examination and understands the conditions to be encountered; the character, quality, and quantities of work to be performed; the material to be furnished; and the requirements of the plans, specifications, and proposal. The Commission will make no allowance or concession for a bidder's failure to make the required examination.

If applicable, the proposed slope lines shown on the cross sections are approximate and are subject to revision and change by the Representative, depending upon the stability of material encountered during construction.

If subsurface conditions are shown on the drawings or in the specifications, subsurface soil and geological information indicated is based upon soundings, dug test pits, and/or test borings. Such information concerning the character of subsurface material is of a preliminary nature and has been obtained for the exclusive use of the Commission to aid in the project design. The information provided is representative of subsurface conditions only at the locations and depths where such information was obtained, and there is no expressed or implied agreement that uniformity of material exists between explored locations.

Subsurface material information may not necessarily be indicated on the drawings. The Contractor is required to examine and familiarize himself with the site and make such subsurface exploration as he deems necessary in connection with his bid. When applicable, core borings and related information made and developed for the exclusive use of the Commission in designing the project may, if the Contractor wishes, be examined by him upon request to the Representative. This information is not guaranteed and reliance thereon by the Contractor will be at his own risk, and the Commission, in making this information available to the Contractor, assumes no liability for misinformation obtained therefrom or resulting from this interpretation thereof. Information will be available for examination at locations designated by the Commission.

102.04 PREPARATION OF CONTRACT BIDS –

(a) Submit properly completed bids for Commission construction work in the electronic bidding format (i.e., online).

(b) Configure the electronic file for bidding to include Registered Business Partner Identification Number. For a joint venture bid, the lead joint venture will be required to furnish this information on behalf of the joint venture.

(c) Execute bids as follows:

When an item in the bid contains a choice to be made by the bidder, indicate this choice, according to the specifications for that particular item. When preparing the bid, leave blank the unit price(s) of the alternate(s) that are not bid. Thereafter, no further choice will be allowed.

1. Online Bid. Submit an online bid via the EBS website by using a business partner password with the security level of an authorized general partner or corporate officer properly designated to execute and attest to bids. For a joint venture bid, submit an online bid via the EBS website by using a business partner password with the security level of an authorized general partner or corporate officer properly designated to execute and attest to bids of the lead joint venture.

(d) Anti-Collusion Requirements. The authorized signer of the bid, under penalty of perjury as provided in 18 Pa. C.S.A. Section 4904, or if applicable, 18 U.S.C., Section 1020, certifies that they are authorized to make and does make the following statement on behalf of the bidder:

1. The bid item prices and the total bid amount have been arrived at independently and without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder, or potential bidder.

2. Neither the item prices nor the total bid amount, and neither the approximate bid item prices nor approximate total bid amount, 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 solicit, cause, or induce any firm or person to refrain from bidding on this project, 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 submitted by the bidder 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 or other noncompetitive bid.

5. The bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. The bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for this firm's submitting a complementary bid, or agreeing to do so, on this project.

7. The authorized signer of the bid has made a diligent inquiry of all members, officers, employees, and agents of the bidder with responsibilities relating to the preparation, approval, or submission of this firm's bid on the project and has been advised by each of them that the authorized signer has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Statement.

8. No attempt has been made to take any action in restraint of free competitive bidding in connection with the bid.

9. It is understood that if any incidents resulting in conviction or being found liable are specified in Section 102.04(d)10, the Pennsylvania Anti Bid Rigging Act, 73 P.S. 1611 et. seq. provided that it does not prohibit a governmental agency from accepting a bid from or awarding a contract to that person, but may be a ground for administrative suspension or debarment at the discretion of a governmental agency under rules and regulations of that agency.

10. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not aware that they are currently under investigation by any governmental agency and have not in the last 3 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 public contract, except as indicated on a separate page included with the bid.

The authorized signer of the bid hereby states that they understand and acknowledges that the above representations are material and important, and will be relied on by the Commission, in awarding the contract for which the bid is submitted. The authorized signer and their firm understands that any misstatement in this statement is and shall be treated as fraudulent concealment from the Commission of the true facts relating to the submission of bids for this contract.

102.05 BID GUARANTY — Bid guaranty for the three (3) lowest responsive bidders will be retained by the Commission until the execution of a contract or issuance of a purchase order.

(a) Contracts. Submit an electronic bid bond from one of the approved vendors complete with digital signatures of authorized company signatories, in favor of and payable to the Pennsylvania Turnpike Commission, in an amount not less than 5% of the bid price, conditioning that the bidder will execute a contract for the work according to the proposal terms, within the prescribed time limit. Have a corporate surety, legally authorized to transact business in the State and satisfactory to the Commission, execute the bond. For a joint venture bid, an authorized general partner or corporate officer of the lead joint venture will be responsible for proper execution of the bid bond.

(b) Purchase Orders. All bids in excess of \$100,000 must be accompanied by a Bid Bond in favor and payable to the Pennsylvania Turnpike Commission in an amount of not less than ten percent (10%) of the bid price. In lieu of a bond, the guaranty may be in the form of a bank cashier's or treasurer's check or a depositor's check certified by the bank of deposit.

102.06 DELIVERY OF BIDS — Submit bid(s) to the location designated, before the hour of the opening date shown in the proposal.

Submit purchase order bids in sealed envelopes furnished by the Commission.

Electronic online contract bids will not be accepted after the time for the opening date of the bids shown in the proposal.

Bids received after the time for opening of bids will be returned unopened to the bidder.

102.07 WITHDRAWAL OR REVISION OF BIDS —

(a) Withdrawal of Bids Before Bid Opening. Each bidder who submits a bid waives any right to withdraw it, except as provided herein. Bidders will be given permission to withdraw any bid, after it has been submitted to the Commission, if the bidder electronically withdraws for bids submitted in EBS or makes the request in person or by an accredited personal representative, by telephone, or in writing to the official in charge of the opening for purchase order bids. Deliver requests for withdrawal for purchase order bids to the official in charge of the opening before the time set for opening bids.

(b) Revision of Bids Before Bid Opening. A bidder will be allowed to revise a bid after it has been submitted, if the bidder electronically withdraws the bid for bids submitted in EBS or appears in person or provides an accredited personal representative to make the revision for purchase order bids. Present all such requests to the official in charge of the opening for purchase order bids expeditiously so that the revision can be completed and the bid resubmitted before the time set for opening bids.

(c) Withdrawal of Bids After Bid Opening. Withdrawal of erroneous bids after the bid opening but before award based on bid mistakes will be allowed by the written determination of the Commission when the bidder requests relief and presents credible evidence that the reason for the lower bid price was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid. The request for relief and the supporting evidence must be received by the Commission within three business days after the bid opening but before the award of the contract.

The Commission will not allow a withdrawal of a bid if the withdrawal of the bid would result in the awarding of the contract on another bid of the same bidder, its partner or a corporation or business venture owned by or in which the bidder has a substantial interest. No bidder who is allowed to withdraw a bid shall supply any material or labor to or perform any subcontract or other work agreement for any person to whom a contract or subcontract is awarded in the performance of the contract for which the withdrawn bid was submitted without the written approval of the Commission.

102.08 OPENING OF BIDS — Bids will be opened and read publicly at the time, on the date, and at the place shown in the proposal. Bidders and/or their authorized representatives and other interested persons are invited to be present.

In case of an emergency which causes evacuation of the building at the time of the bid opening, the official in charge of the bid opening will publicly announce any necessary changes in the time of depositing, opening, and reading of bids.

102.09 JOINT VENTURE - A joint venture bid will be considered a bid by each of the participants, jointly and individually, for the entire contract performance as a joint venture, according to the proposal terms and conditions.

In the proposal, contract, specifications, drawings, or any writing constituting a part of these, the term "Bidder" or "Contractor," or any other term intending to refer to "Bidder" or "Contractor," as defined in Section 101, will include and mean each participant in any joint venture.

Designate in the bid on the form titled 'Statement of Joint Venture Participation' the items in whole or in part, to be undertaken by each participant and their total respective proportionate amounts.

102.10 DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS —

(a) The following may be considered sufficient reasons for bidder disqualification and the rejection of the bid(s):

1. submittal of more than one bid for the same work from an individual, a firm, a partnership, an association, a subsidiary, an affiliate or a corporation under the same or different name;

2. evidence of collusion among bidders. Any participant in such collusion will receive no recognition as a bidder for future work of the Commission until the participant has been reinstated as a qualified bidder;

3. lack of competency, of adequate machinery, plant, or of other equipment;

4. inability, in the judgment of the Commission, to promptly complete the project,

5. failure to pay, or satisfactorily settle, all bills due for material furnished, for labor supplied or performed, for rental of equipment used, and for services rendered by public utilities;

6. failure to comply with any Commission prequalification regulations;

7. judgment of default under a previous contract;
8. contractor currently debarred by Federal or State Authority; or
9. material or intentional failure to comply with contract, drawings, or specifications, or material or intentional failure to adequately maintain and control traffic during construction on a previous contract.

(b) In addition, the Commission reserves the right to reject any or all bids if, in its judgment, the rejection is in the Commission's best interest.

1. In addition, bids will be rejected for any of the following reasons:

1.a failure to submit the bid using the electronic format or the form furnished or approved by the Commission;

1.b failure to properly sign the bid, the required affidavits, or certificates, or any other required documents as specified in the proposal;

1.c completed EBS Project Bids bid file is unreadable or contains errors;

1.d failure to include a price for each item on the bid schedule, except in the case of alternate bidding; in alternate bidding, failure to include a price for one of the required alternate items on the bid schedule;

1.e the inclusion of conditions or qualifications not provided for in the proposal; or

1.f failure to furnish the required bid bond.

1.g failure to submit Diverse Business Participation Requirements as specified in the proposal;
or

1.h failure to include all addenda in the completed EBS Project Bids bid file.

2. In addition, bids may be rejected for the following reasons:

2.a the proposal was not furnished or approved by the Commission;

2.b part of the bid is detached;

2.c the bid contains omission(s) or alteration(s), addition(s) not specified, or deviation(s) of any other kind;

2.d the bid is materially unbalanced;

102.11 CHANGES WHILE BIDDING — During the bidding period, bidders may be furnished addenda for additions to or alterations of the plans or specifications, if any, which will be included in the work covered by the proposal and become a part of the contract documents.

102.12 REQUEST FOR INTERPRETATION OF PLANS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS — If any prospective bidder on the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, a written request

for an interpretation may be submitted electronically by a registered business partner logged in to EBS. Any interpretation or revision of the documents will be made only by an addendum. The Commission will not be responsible for any other explanations or interpretations of the documents.

102.13 ACCESS TO JOB SITE — To the extent necessary, Contractor's materials, supplies, on-site supervisory personnel and equipment will be granted toll-free access to the job site.

Equipment necessary for the performance of the work under contract will be granted non-revenue passage. All equipment delivering materials necessary for the proper execution of the work under contract will be granted non-revenue privileges except common or contract carriers.

The Contractor's on-site supervisory personnel and vehicles for group transportation of personnel assigned to the performance of the work under contract will be provided non-revenue passage to and from the work area.

Provide group transportation for all non-supervisory personnel. Non-revenue privileges are not extended to individual employees other than on-site supervisory personnel.

All vehicles entering the Turnpike System must obtain a toll ticket. If exiting at an interchange, the ticket and the Non-Revenue Card must be presented to the Toll Collector. If valid, the Card will be returned to the driver. If a driver exits at a location other than an interchange, the ticket(s) must be turned into their supervisor, on a daily basis. The supervisor will have the ticket(s) forwarded to the Commission's Fare Audit Department in Central Office. All drivers attempting to exit the system without a card must pay the appropriate toll with cash. Vehicles entering at locations other than an interchange may use the card when exiting at an interchange. Each vehicle entering or exiting the Turnpike system must have a valid non-revenue card specific to the project.

Overweight and oversized vehicles must obtain a permit number from the Commission's Safety Department prior to making the trip to and from the work site. Permit numbers can be obtained from the Safety Department by phone between 8:30 A.M. and 4:30 P.M., Monday through Friday.

Report all stolen cards immediately to the Card Control Center or the Communications Center located in the Turnpike's Administration Building, (717) 939-9551.

The Non-Revenue Cards will expire one month after the completion date of the contract.

Non-revenue passage is governed by State Police and Turnpike safety regulations.

Violation of any regulation governing the use of a Non-Revenue Card as well as any safety regulation could result in revocation of all non-revenue privileges.

To obtain Non-Revenue Cards, PTC Form 33-97, Contractor's Non-Revenue Card Application, must be completed and forwarded to the Representative at least 14 calendar days prior to the starting date of the work with the appropriate monies attached. A \$50.00 deposit is required for each card. The deposit will be refunded when the card is returned to the Commission's Card Control Center. The deposit will not be refundable if the cards are returned to the Commission six months after the contract completion date. Additional cards may be obtained throughout the duration of the contract on an as-needed basis.

All interchange access requests are subject to the approval of the Representative.

The Commission reserves the right to limit the number of cards and/or revoke cards at any time during the course of the project.

It is the Contractor's responsibility to keep an accurate accounting of all passes issued to him for use on the project. All requests for non-revenue passes must be made through the General Contractor.

Final payment is subject to the return of all non-revenue cards.

Non-revenue E-ZPass transponders are not available; however, reimbursement of tolls for use of E-ZPass Only Interchanges to access the job site will be made subject to compliance with the following requirements:

- All vehicles working on the project that will utilize E-ZPass Only Interchanges must be listed on a valid E-ZPass account
- Subcontractors who utilize E-ZPass Only Interchanges must also have their vehicles listed on a valid E-ZPass account

- Non-revenue privileges at E-ZPass Only Interchanges do not extend to contractors or subcontractors who utilize E-ZPass Only Interchanges without a valid E-ZPass account
- Contractors or subcontractors who use E-ZPass Only Interchanges without a valid E-ZPass account will be responsible for payment of any tolls and fees for violation notices they receive
- The Contractor must submit all E-ZPass statements, including any subcontractor statements, clearly identifying contract-related charges incurred at E-ZPass Only Interchanges to the Representative monthly

The Commission will review and reimburse the Contractor's E-ZPass account for the verified charges within 30 days of approval by the Commission.

Reimbursement of E-ZPass charges will only be made for tolls incurred at E-ZPass Only Interchanges. Non-revenue passes are required to be used at other interchanges. Tolls will not be reimbursed for use of E-ZPass at ticket interchanges.

SECTION 103 — AWARD AND EXECUTION OF CONTRACT

103.01 CONSIDERATION OF BIDS — After the bids are opened, the total bid amount in the schedule and the name of the apparent low bidder will be publicly announced.

103.02 AWARD OF CONTRACT — After review, when a bid received has been determined by the Commission to be satisfactory, the contract will be awarded to the lowest responsive and responsible bidder within sixty (60) days from the opening date of the bids. Thirty-day extensions of the award date may be made by the mutual written consent of the Representative and the lowest responsive and responsible bidder. The Commission will base the award exclusively on the total bid and on compliance with all the bidding requirements. No prices will be negotiated due to any extensions.

Contract award on a joint venture bid will place upon the joint participants complete liability, jointly and individually, for contract performance.

Contracting corporations, which are chartered in a state other than Pennsylvania, as well as individuals or firms doing business under fictitious names, are required to register with the Secretary of the Commonwealth and obtain a certificate authorizing them to do business in Pennsylvania, before they can be awarded a contract.

103.03 CANCELLATION OF AWARD — The Commission reserves the right to cancel the award of any contract at any time when such cancellation is in the best interests of the Commission. In the event of such cancellation, the bid guaranty will be returned to the bidder immediately and payment will be made only for the documented costs of insurance and surety bonds required. No payment will be made for damages of any other kind including, but not limited to, lost profits.

103.04 SURETY BONDS —

(a) Contracts. When awarded the contract, furnish an electronic Performance Bond from one of the approved vendors, with sufficient surety or sureties, in an amount equal to 100% of the contract price. Have the bond specify that the contracted work will be completed in a manner satisfactory to the Commission. Have the bond state that the Commission is not liable for any expenses incurred through the failure to complete the work as specified, nor liable for any damages growing out of the carelessness of the Contractor, the Contractor's employees, or subcontractors. Also furnish an electronic Payment Bond from one of the approved vendors in the amount of 100% of the contract price. Have a corporate surety, legally authorized to transact business in the State and that have an A.M. Best's rating of no less than A-, with a financial size category of IX, or better, execute both bonds. If the Commission decides the bond surety is unsatisfactory, promptly furnish any additional required security to protect the Commission's interests and the interests of all persons, firms, or corporations who/which have furnished material, provided equipment

on rental, or supplied/performed labor or services on, or in connection with, the performance of the work for this contract.

For a joint venture bid, an authorized general partner or corporate officer of the lead joint venture will be responsible for proper execution of the bonds.

(b) Purchase Orders. Provide Payment and Performance Bonds for Purchase Order contracts only when the award exceeds the following limits:

- Payment Bond Greater than \$5,000.00
- Performance Bond Greater than \$25,000.00

Furnish a Performance Bond, with sufficient surety or sureties, in an amount equal to 100% of the contract price. Have the bond specify that the contracted work will be completed in a manner satisfactory to the Commission. Have the bond state that the Commission is not liable for any expenses incurred through the failure to complete the work as specified, nor liable for any damages growing out of the carelessness of the Contractor, the Contractor's employees, or subcontractors. Also furnish a Payment Bond in the amount of 100% of the contract price. Have a corporate surety, legally authorized to transact business in the State and satisfactory to the Commission, execute both bonds. If the Commission decides the bond surety is unsatisfactory, promptly furnish any additional required security to protect the Commission's interests and the interests of all persons, firms, or corporations who/which have furnished material, provided equipment on rental, or supplied/performed labor or services on, or in connection with, the performance of the work for this contract.

103.05 FAILURE TO EXECUTE CONTRACT - If the contract, together with the Surety Bonds and the Insurance Certificate(s) providing required insurance coverage is not properly executed and returned, the bid guaranty will be forfeited to the Commission as liquidated damages.

103.06 CANCELLATION OF CONTRACT - The contract may be cancelled by either party if the notice to proceed date is not within 30 days of award of the contract. Extension(s) of the 30-day period will be made only by mutual written consent of the parties to the contract provided such consent is given prior to the expiration of the 30-day period. Prices will not be renegotiated. The Commission also reserves the right to cancel the contract any time prior to the Notice to Proceed date. If the contract is cancelled, payment will be made only for the documented costs of insurance and surety bonds required. No payment will be made for damages of any other kind including, but not limited to, lost profits.

103.07 ASSIGNMENT OF ANTI-TRUST CLAIMS - It is recognized that in actual economic practice, overcharges by suppliers resulting from violations of State or Federal anti-trust laws are in fact borne by the Commission. As part of the consideration for the award of the contract, and intending to be legally bound, the Contractor assigns to the Commission all right, title and interest in and to any current claims or claims hereafter acquired under State or Federal anti-trust laws relating to the subject matter of the contract.

103.08 RECIPROCAL LIMITATIONS ACT REQUIREMENTS FOR CONSTRUCTION – These provisions do not apply to projects which are partially or totally financed with federal funds.

(a) Requirements.

(1) States Which Apply Preference Favoring In-State Bidders. The Reciprocal Limitations Act; Act 146 of 1986 requires the Commission to give resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of the preference will be equal to the amount of the preference applied by the state of the non-resident bidder. The following is a list of the states which have been found by the Department of General Services to have applied a preference for in-state bidders and the amount of the preference:

<u>STATE</u>	<u>PREFERENCE</u>
Arizona	5% (construction materials from Arizona resident dealers only)
Montana	3%
West Virginia	2.5% (construction, repair, or improvement of any buildings)
Wyoming	5%

(2) States Which Prohibit Use of Out-of-State Goods, Supplies, Equipment, or Materials. The Reciprocal Limitations Act also requires the Commission not to specify, use or purchase any goods, supplies, equipment or materials which are produced, manufactured, mined or grown in any state that prohibits the specification for, use or purchase of such items in or on its public buildings or other works when such items are not produced, manufactured, mined or grown in such state. The following is a list of the states which have been found by the Department of General Services to have prohibited the use of out-of-state goods, supplies, equipment, materials or bidders and the type of prohibition:

<u>STATE</u>	<u>PROHIBITION</u>
Georgia	Forest Products Only
New Mexico	Construction

If the bid discloses that the bidder is offering to supply one of the above-listed products from the listed state, it will be rejected. Contractors are prohibited from supplying these items from these states.

(b) Calculation Of Preference. In calculating the preference, the amount of a bid submitted by a Pennsylvania bidder will be reduced by the percentage preference which would be given to a non-resident bidder by its state of residency only for the purpose of determining the apparent low bidder.

103.09 RELATED AND CONTIGUOUS WORK — During the time the contract is in effect, Commission Maintenance Forces and other Contractors may be engaged in work related or contiguous to the work under contract. All forces will be required to cooperate to ensure satisfactory and timely completion of all of the work. In case of any dispute arising from related or contiguous work, the rights of the various parties involved will be established by the Representative in order to ensure completion of the various phases or portions of the work in general harmony.

The fact that other Contractors and persons may be doing work in or about the site of the work of this contract in no way or to any extent relieves the Contractor from liability for loss or damage to the work nor will the Commission assume any liability for loss attributable to delay caused by other Contractors.

SECTION 104 — SCOPE OF WORK

104.01 INTENT OF PLANS AND SPECIFICATIONS — The intent of the plans and specifications is to prescribe a complete project undertaken in accordance with the contract. Therefore, in accordance with the contract, furnish material, equipment, tools, labor, and incidental work complete in place, unless otherwise provided, and be responsible for the complete supervision, performance, and completion of the work.

The quantities indicated on the drawings and in the proposal are estimated quantities and may vary depending upon actual conditions encountered. The Commission assumes no liability for material ordered and supplied in advance of any operation and not used on the project. Payment will be made only for those amounts of materials actually incorporated into the project. Remove any surplus materials from the site at no additional expense to the Commission.

104.02 ALTERATION OF DRAWINGS OR WORK — The Commission reserves the right to order, at any time during the progress of the work, increases or decreases in quantities and alterations in the construction drawings or specifications as may be necessary or desirable. Any such order will be in writing by the

Representative. Also, should any item contained in the proposal and contract be found unnecessary for the proper completion of the work, a written order will be given to eliminate such item from the contract. Such increases, decreases, eliminations, and/or alterations will not invalidate the contract, nor release the surety.

If the aforementioned changes in quantities or alterations of the construction documents will significantly increase or decrease the cost of performing the work directly affected, perform such work only when authorized in writing, as specified in Section 109.03(a). Payment for such work will be made under Section 109.03.

With the exception of advance warning signs, detour signs, work zone traffic control devices, and other items that may be specified in the contract, perform no work beyond the limits of the project, except as authorized in writing by the Representative.

If an item of work is eliminated, reimbursement of actual expenses will be made as specified in Section 109.03(d). If the aforementioned changes in the quantities or alterations of the drawings are of such magnitude as to require a change in the time to complete the project, a time adjustment will be made in accordance with Section 108.05.

104.03 EXTRA WORK — Anticipate that extra work might be necessary in order to complete the project as contemplated. Perform extra work in accordance with the specifications and only when authorized in writing, as specified in Section 109.03. Compensation will be made as specified in Section 109.03.

104.04 CLEANING OF PROJECT SITE — Where applicable, remove silt and other deposits from newly constructed culverts, inlet, outlet and parallel ditches, bridges, and other drainage structures, including stream channels. Clean and remove surplus and discarded material, equipment, and temporary structures from the project and adjacent properties, including waste and borrow areas. Remove debris and objectionable material from areas used or disturbed by the construction operations on, or within sight of, the highway. Remove paint marks or spills, stains, rust marks, oil, or any other unsuitable marks, as directed. Restore waste and borrow areas.

Maintain the vegetation within the constructed slope limits, including waste and borrow areas, and leave the project in a presentable condition.

The project will not be considered complete until the above work has been completed.

104.05 DISPOSAL OF EXCESS EQUIPMENT AND WASTE MATERIAL — All excess, surplus and waste materials encountered or caused by the course of the work of this project not deemed salvageable by the Representative are to be removed from the Turnpike Right-of-Way immediately after being dismantled and their disposition is the responsibility of the Contractor, unless otherwise specifically directed by the Representative to deliver such items to the Maintenance Building designated by the Representative.

Provide copies of all arrangements, leases or other negotiations for the disposal of the unsuitable materials to the Representative. Be responsible for obtaining any permits necessary for proper disposal.

All labor, material, equipment, licenses, fees, permits and other work relative to the disposal of excess waste and unsalvageable material is the responsibility of the Contractor, and no separate nor additional payment will be allowed therefor.

(a) Slurry Management. Concrete slurry is a construction and demolition waste as defined in 25 Pa Code 271. If construction and demolition waste is segregated at the generation site to be re-used, then it could be considered clean fill. As a clean fill the direct use of the segregated material would not need to be permitted as specified in 25 Pa Code 271.101(b)(3). However, any further processing (e.g. grinding, treating or mixing) of the construction and demolition waste will require a waste management permit.

The impoundment on the generation site of the concrete slurry must meet 25 Pa Code 285, 285.123 Impoundments. Do not spread, discharge, store, or treat slurry within 50 feet of storm drains, water filled ditches or surface waters. The DEP Clean Water Program will not need to be involved unless there will be an impact to the waters of the Commonwealth, such as through an overflow over a spillway.

The beneficial use on the generation site (e.g. dust control) of any decanted water (also a waste) pumped from the impoundment will need to be approved by DEP or the County Conservation District (CCD) if

DEP delegated authority to the CCD, to ensure that the characteristics of the waste material when used is not harmful to the environment or public health and safety. If the waste is not approved to be beneficially used, then it must be properly disposed at a site permitted to properly treat and/or dispose of the waste.

If a DEP permit is required, after consultation with the Commission, prepare and submit a proposed Slurry Management Plan for approval to DEP or to the CCD if DEP has delegated authority to the CCD and submit a copy of the Slurry Management Plan to the Commission upon submission to DEP or CCD for information and tracking purposes. If a DEP permit is not required, prepare and submit the Slurry Management Plan to the Commission for approval. Do not begin operations or allow the discharge of untreated slurry without an approved Slurry Management Plan. Preparation of this slurry management plan, construction and restoration of the evaporation basins and removal and disposal of slurry are incidental to the construction item creating the slurry. The Slurry Management Plan will include the following:

1. General Summary. Provide a general summary outlining the project scope including means and methods for slurry management, a site map for the project, and a list of permits required for Slurry Management Plan (e.g., NPDES, Beneficial Use Permit, Erosion and Sedimentation Control Plan approval, etc.)

2. Slurry Volume. Provide an estimate of the expected volume of slurry that will be generated from the project.

3. Slurry Hauling. Describe the method to collect and transport slurry to prevent spills.

4. Water Management. Describe management of the water. While means and methods are up to contractor, the following examples are provided: Allowing the water to evaporate, re-using the water in the grinding operation, disposing of the water via sanitary sewer (provide proper permits), hauling the water to a treatment facility (provide the name of the treating facility), approved quarry waste site, or other commercially useful application.

5. Solids Management. Describe management of the precipitated solids. While means and methods are up to contractor, the following examples are provided: evaporation basins, using solids as a component in recycled aggregate, or other commercially useful application. Evaporation basins must meet requirements specified below and any area used for an evaporation basin must be in accordance with Section 105.14.

6. Corrective Action. If any of the following conditions occur stop operations and perform the necessary corrective actions before proceeding:

- Rain during operations results in discharge of slurry into buffer areas,
- Equipment fails to contain or remove slurry,
- Defined QC requirements are not being followed,
- Slurry discharge into areas not approved in the Slurry Management Plan,
- Slurry discharge into Waters of the Commonwealth*, or
- A spill occurs*.

*Notify the Commission immediately if condition occurs.

7. Evaporation Basin. When an evaporation basin is proposed, provide design detail for the evaporation basin including the following:

- Ownership and location of the temporary or permanent containment basin(s), including any required permitting.

- Designation of basins as temporary or permanent.
- Number of basins proposed.
- Basin sizing including oversizing to account for rainwater.
- Method used to line the evaporation basin including material type and thickness.
- Plan showing all dimensions of the basin and distances to environmentally sensitive areas such as Waters of the Commonwealth, including jurisdictional wetlands
- Restoration plan for the evaporation basin area. At a minimum, include fill material, topsoil, seed mixtures, temporary cover, and schedule for restoration.

104.06 UNEXPECTED HAZARDOUS WASTE - The encountering of hazardous waste will be considered a differing site condition, as specified in Section 109.02(b), unless the presence of such waste is indicated in the proposal or contract. Hazardous waste is defined as material meeting the definition of a hazardous waste or Toxic Substance Control Act, Regulated PCB Waste, as specified in 40 CFR 260 or 25 PA Code, Chapters 260 to 270, Hazardous Waste Regulations.

If unexpected hazardous waste is encountered at the site, the Representative will investigate the conditions, determine the extent of the affected area, and authorize the Contractor, in writing, to remove and dispose of the waste. Payment for such work will be made as specified in Section 109.03.

The Contractor will not be required to perform or arrange for any work relating to the removal and disposal of unexpected hazardous waste. If the Contractor elects not to perform authorized waste removal and disposal work, notify the Representative of that decision, in writing, within 2 working days of receipt of the Representative's written authorization. Cooperate fully with the Commission and any authorized remediation Contractor, as specified in Section 105.07.

104.07 ADVERTISEMENT FORBIDDEN - Advertisements are not to be exhibited on the project. A sign bearing the name and address of the Contractor, not exceeding 3 feet x 6 feet, may be exhibited by the Contractor to identify his office building.

SECTION 105 — CONTROL OF WORK

105.01 AUTHORITY OF THE REPRESENTATIVE —

(a) General. The representatives and agents of the Pennsylvania Turnpike Commission, representatives of the Pennsylvania Department of Transportation and the Consulting Engineer, will be permitted at all times to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

To prevent disputes and litigation, the Representative will:

- determine the quantity of the kinds of work and the quality of material for which payment will be made under the contract;
- determine the answer to questions in relation to the project and its construction; and
- decide differences concerning the performance of the work covered by the contract.

All such determinations, decisions, directions and explanations necessary to complete, explain or make definite any provisions of the specifications and plans will be given promptly to the Contractor.

As a condition precedent to filing a claim directly against the Commission, submit notice of intent to claim to the Contracting Officer, in writing, within 10 days of the act or omission. This notice of intent will give the Commission the opportunity to investigate the claim and to maintain and document information for future resolution or litigation of the claim.

File the claim in writing with the Contracting Officer within 6 months of the date it accrues and not thereafter. If the Contractor fails to file the claim or does not timely file the claim, the Contractor is deemed

to have waived its right to assert the claim in any forum. Claims not filed within the specified time period will be disregarded by the Contracting Officer. The claim, when filed, must state all grounds upon which the claim is based and must include a copy of the previously submitted notice of intent to claim.

The Contracting Officer will attempt to settle and resolve the claim with the Contractor. The Contracting Officer, at his or her discretion, may conduct a claim review meeting to attempt to settle and resolve the claim with the Contractor. If a claim review meeting is held, it will be attended by representatives of the Contractor and such Commission representatives as the Contracting Officer considers appropriate.

If the claim is not resolved by agreement between the Contracting Officer and the Contractor, the Contracting Officer will issue a determination in writing, regarding the claim and will mail it to the Contractor by first class mail. The determination will be mailed within 120 days of the date on which the Contracting Officer received the claim, unless the 120 day period is extended by consent of the Contracting Officer and the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days, unless extended by consent of the Contracting Officer and the Contractor, the claim will be deemed denied. The determination of the Contracting Officer will be the final order of the Commission regarding the claim. The determination of the Contracting Officer will be conclusive and binding upon the Contractor unless the Contractor appeals the determination by filing a statement of claim with the Board of Claims within 15 days of the mailing date of the determination, or, if no extension is agreed to by the Contracting Officer and the Contractor, within 135 days of the receipt by the Contracting Officer of the claim, whichever occurs first.

(b) Authority to Suspend Work. The Representative may suspend the work, wholly or in part, for the following reasons:

- failure to carry out orders;
- failure to comply with any provisions of the contract; or
- unforeseen conditions not anticipated in estimating the contract time necessary for the completion of the work.
- the Chief Engineer determines that the work will create roadway conditions that will hinder the Commission's ability to safely maintain traffic or provide necessary services such as winter maintenance operations; or
- the Chief Engineer determines that it is in the Commission's best interest to delay the work until such time that a higher quality product can be obtained.

Written notification will be given of the suspension and the reason(s) for the suspension.

(c) Review and Acceptance. Review and acceptance by the Commission as specified, stated, or indicated in the contract will be made on the basis of limited, general inspections.

It is understood that, because of such limited reviews, ultimate responsibility for the satisfactory completion of the project, including but not limited to:

- the quality of all materials;
- the quality of all workmanship;
- compliance with all terms of the contract;
- sufficiency, correctness, and accuracy of all working or shop drawings; and
- sufficiency of all QC Plans,

rests solely with the Contractor. Notwithstanding review and/or acceptance, save and hold harmless the Commission from the consequences of all defective work as well as all defects, errors and omissions in the working or shop drawings, QC Plans, and plans of every other kind prepared by the Contractor.

105.02 DRAWINGS - The following drawings, when applicable, are required to perform the work:

(a) Contract Drawings. These drawings will be furnished. They show roadway lines, grades, and typical cross sections; location and design of structures; related construction features and details; and construction quantities. Keep one set of the drawings available on the project.

(b) Standard Drawings. Section 101.03

(c) Working And Shop Drawings. Make all working or shop drawings required in addition to the contract drawings.

Prepare drawings using standard ANSI D size, 22-inch by 34-inch sheets with 1 1/2-inch margin on the left side and 1/2-inch margins on remaining three sides. All lines on the drawing are to be of sufficient density and width so as to have residual density when reduced by 50% or electronically scanned. Use at least 0.120-inch high lettering. Make details clear and uncluttered. Show complete details, dimensions, materials, notes, sequences, and any other required information.

Provide a title block in the lower right-hand corner of each drawing that indicates the county, route, station, Turnpike construction contract number, name of Contractor, name of Fabricator, title of drawing, drawing number, structure number, initials of the drawer, initials of the checker, and date of the drawing. Include a revision block to the left of the title block and an empty block, approximately 4-inch by 3-inch above the title block to be used by the Representative for the shop drawing stamp.

No work called for by these drawings is to be done until the acceptance of the Representative is obtained, which will be given or refused within 30 days after delivery of the drawings.

The acceptance of shop drawings by the Representative will not relieve the Contractor of the responsibility for the accuracy of these drawings.

Thoroughly check each shop drawing or other required submission before submission to the Representative. Place the following certification on every sheet of every submission.

"WE HEREBY STATE THAT WE HAVE REVIEWED, INSPECTED, AND CHECKED THE INFORMATION SUBMITTED AND CERTIFY ITS ACCURACY AND COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND SURROUNDING CONDITIONS."

Contractor

(per) _____
Signature

Date

Properly label samples, drawings and catalog cuts submitted for review to indicate the specific service for which materials or equipment are to be used and the referenced section, page and paragraph number of the specifications.

If any aspect of a submittal deviates from the requirements of the contract drawings or specifications, note such deviation in writing at the time of submission.

All drawings and calculations for formwork, shoring or load-bearing falsework submittals are to be signed and sealed by a Professional Engineer, registered in the State.

Prepare, unless otherwise specified, final reproducible shop drawings showing any as-noted conditions and submit to the Representative upon completion of affected operations, but prior to the completion of the project work. These reproducible drawings may be prepared in ink on 3 mil. minimum thickness Mylar sheets or as will be acceptable to the Representative and satisfactory for permanence and reproduction.

Submissions must be electronic portable document format (PDF) files.

Prepare drawings in accordance with the requirements of the design drawings, standards, design manuals, and the contract documents unless otherwise specified.

Prepare original drawings using pencil or ink, or prepare drawings electronically (CAD).

Scan original drawings, or convert electronic drawings, to produce a portable document format (PDF) file for each drawing. Include Turnpike construction contract number, item description, and drawing number in the file name. The PDF files must be created with the "end user commenting" and "digital signature" features enabled. These features allow electronic comments to be added directly to the PDF using only reader software and create a log of comments that cannot be changed once the digital signature is added.

Submit PDF files to the Representative for review and acceptance. All working or shop drawing submissions must be submitted electronically via the Commission's project collaboration system. PDF files will be returned with corrections noted. Modify original or electronic drawings as required, scan or convert into new PDF files, and resubmit. Continue until PDF files are accepted.

(d) As-Built Drawings. Make changes in a neat and orderly manner and in "Red Marking". Changes must be true to scales applicable to the Drawings. Upon completion of the project, the As-Built Drawings become the property of the Commission.

Payment for preparation of the As-Built Drawings is incidental to the project.

105.03 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS —

(a) General. Perform work within reasonably close conformity to the lines, grades, dimensions, and indicated details, and/or as specified.

(b) Determination by the Representative. For each individual case, the Representative will determine the limits of reasonably close conformity; the judgment given will be final and conclusive.

If it is determined that material or the finished product in which the material was used is not within reasonably close conformity, but that reasonably acceptable work has been produced, the Representative will then determine if the work will be accepted and remain in place. In this event, written documentation will be provided for acceptance by required contract modification, and/or to provide for an appropriate adjustment in the contract price for such work or material.

If it is determined that material or the finished product is not within reasonably close conformity and has resulted in an inferior or unsatisfactory product, remove or replace it.

(c) Certification of Falsework Adequacy. Have a Professional Engineer, registered in the State, certify that the falsework system has been assembled as shown on the Professional Engineer's signed and sealed falsework drawings prepared in accordance with Section 105.02(c). Submit the certification to the Representative before placing loads on the falsework.

(d) Compliance with Specified Milestone Date(s). Complete all work in a manner that ensures specified Milestone Date(s) and/or contractually specified sequences are met. Failure to meet any specified Milestone Date(s) or sequence will result in the withholding of payment for completed work until the associated activity or activities have been completed to the satisfaction of the Representative.

105.04 COORDINATION OF DRAWINGS AND SPECIFICATIONS — Perform the work in accordance with the intent of the drawings and specifications. Do not take advantage of any error on/or omission in the drawings or discrepancy between the plans and specifications. In the event such an error, omission, or discrepancy is discovered, immediately notify the Commission. Failure to notify the Commission will constitute a waiver of all claims for misunderstandings, ambiguities, or any other reasons resulting from the errors, omissions, or discrepancies. When required, corrections and interpretations necessary for the fulfillment of the drawings and specifications will be made. Do not use scaled measurements where dimensions on the drawings are given or can be computed.

If any special provisions, supplemental specifications or information on the plans conflict with these general conditions, the special provisions, supplemental specifications or information on the plans will govern. If any conflict exists between any portion of the plans designed specifically for this project and any portion of Standard Drawings, the former will govern.

When required, the Representative will determine and order, in writing, any modifications or changes in the plans, Standard Drawings, or specifications to update, adjust, accept, or complete the work contemplated by the contract as specified in Section 104.02. Wherever reference specifications or publications are specified, comply with the issue or edition (including interim AASHTO specifications and ASTM tentative designations) in effect on the date bids are opened, unless the date or year is indicated or specified. If there is a conflict between a cited title and a cited number, the title will take precedence over the section number.

Anything mentioned in the Specifications or Special Provisions and not shown on the drawings or shown on the drawings and not mentioned in the Specifications or Special Provisions will be like effect as if shown or mentioned in both. In case of difference between drawings and Supplemental Specifications or Special Provisions, the Supplemental Specifications or Special Provisions will govern.

105.05 RESPONSIBILITY OF CONTRACTOR —

(a) General. Keep direct control of the contract and see that the work is properly supervised and is performed satisfactorily and efficiently. Supervise the work personally or appoint a competent superintendent or representative to be on the project at all times. Give this superintendent or representative the authority to receive orders and directions; to execute orders and directions without delay; and to make arrangements for all necessary material, equipment, and labor.

Keep on the project, at all times, a copy of the plans, a copy of the specifications, and a copy of the contract.

The Commission is not responsible for the Contractor's satisfactory completion of the contract work as a consequence of the presence of Commission representatives or inspectors and their inspection.

(b) Gratuities and Penalties. Do not give or offer, or allow agents, employees, or representatives to give or offer, either directly or indirectly, money, property, entertainment, or other valuable things, to any employee or representative of the Commission for any reason, purpose, or cause, or as an inducement, bribe, or reward for doing or omitting to do any act, or for showing any favor or disfavor in relation to any matter relating to the contract. Any such action will constitute a violation of the contract. Upon satisfactory proof to the Chief Engineer of such violation, the Commission may terminate performance of the work and take steps to complete the project, as specified in Section 108.07.

105.06 PUBLIC OR PRIVATE FACILITIES AND STRUCTURES ON THE PROJECT —

(a) Utility Infrastructure and Utility Adjustments Interfering with Contract Operations. Before submitting a bid for the project, examine the project site and any waste or borrow sites designated in the proposal to determine the location of all Utility Infrastructure and the need for any Utility Adjustments. The Commission has indicated in the contract documents such Utility Infrastructure and Utility Adjustments as have been brought to its attention. The Commission is not responsible for waste and borrow areas not

designated in the contract documents. Accept the responsibility and risk relating to the conditions to be encountered regarding Utility Infrastructure and Utility Adjustments that are indicated in the contract documents or that can be ascertained from a careful pre-bid examination of the project site for any waste or borrow sites designated in the proposal.

Upon execution of the contract, inform all public service companies, utilities, municipal authorities, individuals, and others owning or controlling any facilities or structures within the limits of the project, which may have to be relocated, adjusted, or reconstructed, of the plan of construction operations. Give due notice to the responsible party in sufficient time for that party to organize and perform such work in conjunction with or in advance of construction operations.

Cooperate with the Utility Infrastructure owners and the owners of all waste and borrow areas not on the project site. Make arrangements for Utility Adjustments necessary to perform work as indicated in the contract documents. Arrange and perform contract work in and around such Utility Infrastructure in accordance with recognized and accepted engineering and construction practices and in a manner that assists the Utility Infrastructure owners in their required Utility Adjustments.

Refer to the provisions of Act 287-1974, which specifies project responsibilities in regard to public health and safety during excavation and demolition operations in areas of underground utilities.

(b) Delays in the Performance of Work. No additional compensation will be paid because of an impact to the contract work from Utility Infrastructure and Utility Adjustments unless the Contractor establishes, to the satisfaction of the Representative and the Chief Engineer, that the impact was unforeseen and unforeseeable by a reasonable contractor; that losses could not have been avoided by the judicious handling of forces, equipment and plants, or by reasonable revisions to the schedule of operations; and that the impact has resulted in a documented increase in the cost of performing the contract work, in which case only delay damages will be paid as specified in Section 110.

The following are conditions precedent to the right, if any, of the Contractor to an adjustment in compensation:

Schedule and conduct a coordination meeting(s) before beginning construction. The Commission must be notified at least 14 calendar days before the meeting to ensure representation. Failure to notify the Commission will waive any right to an adjustment in compensation. The meeting(s) will include all Utility Infrastructure owners. At this meeting(s), be prepared to discuss: the project schedule; all project milestones and required completion dates and all activities related to Utility Infrastructure and Utility Adjustments and; how the project schedule differs from the utility relocation schedule prepared by the Commission during project design. Incorporate appropriate information from this meeting(s) into the project schedule as specified in Section 108.02(b) or the Scheduling Special Provision, if applicable.

Following the utility coordination meeting, notify the Commission of any unforeseen or potential conflicts discovered that were not discussed at the meeting and schedule follow up meetings to discuss these unforeseen or potential conflicts with the respective Utility representatives.

Provide a written record of the meeting(s).

Comply with the requirements specified in Section 110.

Failure to perform and document these actions could impact the acknowledgement or approval of any associated delays or time extension requests.

(c) Damage to Utility Infrastructure. Compensate the owner for all cost of repairing, replacing, or resetting any facility or structure damaged or disturbed by contract construction as specified in Section 107.07.

105.07 COOPERATION BETWEEN CONTRACTORS — The Commission reserves the right to contract for and perform other work on or near the work covered by the contract.

If separate contracts are awarded within the limits of, or adjacent to, any one project, conduct the work to avoid interfering with or hindering the progress or completion of the work being performed by other contractors. As directed, cooperate with contractors working on the same project. Satisfactorily join work with and in proper sequence with the work of others.

Assume all liability in connection with the contract. Protect and save harmless the Commission from all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other contractors working within or outside the same project limits.

Contractors working on either the same or adjacent projects are to cooperate with each other as part of their own scope of work and as directed. Without in any way limiting the foregoing requirement, cooperate and coordinate to the extent necessary to satisfactorily conclude all work essential for the operation of the Turnpike. The comfort and safety of the Turnpike customer is of paramount importance for the good of the Turnpike. The Commission reserves the right to alter or otherwise adjust the quantity of work items to be performed in this area. Include all considerations, financial and otherwise, resulting from this requirement herein to interface, coordinate, and cooperate with other contractors working the same or other areas, as well as with the Commission and its authorized representative.

Arrange the work and place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of, or adjacent to the project.

If any part of the work depends on proper execution or results upon the work of any other contractor, within 2 working days of the start of the work, inspect the work of the other contractors and report in writing to the Commission any apparent discrepancies, interferences, defects, or delays in such work that render it unsuitable for such proper execution and results. Failure to so inspect and report will constitute an acceptance of the other contractor's work as fit and proper to receive this work, except as to defects which may develop in the other contractor's work after the execution of the work hereunder.

Whenever conflict between necessary working operations exists, the Representative will be the sole and final authority for determining priorities relative to schedule and work to be performed. The decision of the Representative will be final and binding on all concerned and work will be performed as directed at no additional costs to the Commission for the alteration and adjustment of schedule and work item quantities.

If any contractor does not complete the various portions of the work in general harmony, and another contractor is caused damage or injury by the failure to so act in harmony, the contractor damaged or injured is to settle with the contractor causing the damage or injury by agreement or arbitrate such claim or disputes. The Commission, however, is not liable to any contractor for any increased costs or damages resulting from the defective work, interference, final construction decisions, failure to coordinate and cooperate, or delays of other contractors.

105.08 CONSTRUCTION SURVEYING — Where applicable, the Commission will furnish data relative to permanent survey reference for horizontal and vertical controls in the project area.

All offset stakes required for proper control of alignment, grade, slope and elevation will be furnished and placed by the Contractor and to the extent necessary for construction as shown by the drawings and as specified.

Locate all building lines at corners and centers, test and check all elevations and levels, locate levels and plumb lines of walls, beams and columns and other parts of the construction as work progresses.

Employ a Professional Land Surveyor, registered in the State, to perform all survey work for construction. Assume full responsibility for all dimensions, elevations and the setting of lines and grades required for construction.

Assume full responsibility for all dimensions, elevations and the setting of necessary lines and grades relating to the construction required.

The Commission reserves the right to check the Contractor's engineering and surveying work at any time during the course of the project. Survey notes and notebooks pertinent to the construction of the project will become the property of the Commission upon the completion of the work.

Be responsible for the preservation of all survey points, line, grade and elevation existing or required for construction. Re-establishment of permanent references destroyed by the Contractor's operations is the responsibility of the Contractor. Re-establishment of such permanent references will be to the satisfaction of the Representative, and copies of all survey notes relative to such work will be furnished to the Commission before the completion of the project.

Unauthorized deviation from controls for required construction will not be the basis for claim for additional compensation.

Payment for this work is incidental.

105.09 AUTHORITY AND DUTIES OF INSPECTOR-IN-CHARGE — The Inspector-in-Charge will have immediate responsibility for administering the performance of work on the project.

In case a dispute arises concerning material to be furnished or the manner of performing the work, the Inspector-in-Charge will have authority to reject material or suspend the work until the question at issue can be referred to and be decided by the Representative. A rejection of material or suspension of work will be confirmed by written notice from the Representative.

105.10 INSPECTION OF WORK — The work will be subject to the inspection of the Representative or authorized representatives. Provide them access to the work and furnish them with every reasonable facility for determining whether the work being performed or which has been completed is in accordance with the requirements of the plans, specifications, and contract, except as otherwise provided. Provide all labor and equipment necessary for such examination.

Should the work thus exposed or examined prove satisfactory, the uncovering or removing and restoring of the uncovered or removed work will be paid for, as specified in Section 109.03, except the incidental work for testing the depth of base and surface courses and pavement will not be paid for separately. Should the work exposed or examined prove defective or unsatisfactory, promptly uncover or remove and satisfactorily restore the defective or unsatisfactory work, at no expense to the Commission.

When any unit of government or political subdivision, or any public or private corporation, is to pay a portion of the cost of the work covered by the contract, the respective representatives will have the right to inspect the work. Such inspection will not make any unit of government or political subdivision, or any public or private corporation, a party to this contract and will in no way interfere with the rights of either party to this contract.

105.11 DUTIES OF THE INSPECTOR — Authorized inspectors, who perform their duties under the direction of the Representative, will be assigned to the project.

Execute work under the observation and subject to examination of an inspector(s); carry out such work during the normal working hours of the day, unless specifically directed otherwise. If work is performed during nighttime hours with permission, provide sufficient artificial lighting to assure proper inspection and workmanship.

The inspector is not authorized to do the following: revoke, alter, enlarge, relax, or release any requirements of the specifications; approve or accept any portion of the work; or issue instructions contrary to the plans and specifications.

The presence of the inspector during the performance of any work on the project will not relieve the Contractor of the responsibility for work that is later determined by the Representative to be defective.

105.12 DEFECTIVE WORK AND MATERIAL — If any work and/or material does not meet the requirements of the plans and specifications, or is not within reasonably close conformity as determined by the Representative, such work and/or material will be declared defective.

Unless otherwise specified, remove and replace or repair, as directed, work damaged by any causes during construction, at no expense to the Commission.

105.13 MAINTENANCE OF PERFORMED WORK — Maintain performed and completed work during construction and until the date of physical work completion, as specified in Section 109.05(a), at no additional cost to the Commission.

Provide continuous and effective work with adequate equipment and forces to keep roadway, structures, facilities and equipment in satisfactory condition at all times.

If at any time, performed work is not maintained, the Commission reserves the right to enter upon the project and perform such work considered necessary for employee safety, facility operations and traffic accommodation and to deduct the cost thereof from any money due or to become due.

The Contractor is specifically required to maintain completed portions of work until acceptance by the Commission. Conduct operations in such a manner as will prevent damage to completed work.

Repair of completed work damaged as a result of Turnpike or traffic accidents will be the responsibility of the Commission. Repairs of completed work damaged from any other cause or by the Contractor's equipment or operation will be the responsibility of the Contractor.

105.14 BORROW AREAS AND WASTE AREAS – The Contractor is responsible for proper disposal of all excess excavation and waste material.

Remove and properly dispose of off the Turnpike right-of-way all unsuitable material, including, but not limited to, tree stumps and earth excavation, and any excess excavation.

Locate proposed areas off the Turnpike right-of-way for obtaining borrow material and/or areas for disposal of waste material. Locate waste, borrow, or staging areas inside or outside of the right-of-way in upland areas not impacting Waters of the United States, including jurisdictional wetlands, unless already authorized by the U.S. Army Corps of Engineers and DEP. Situate areas so cross sections may be taken to measure the volume of material removed or deposited. Before cross sectioning borrow areas, remove topsoil and stockpile it for replacement when removal of borrow material has been completed. If borrow material is obtained from sources on Commission property, or if Commission property is used as a waste area, the Contractor shall furnish a contour map of the final borrow pit/waste area elevations. Update the drawings including any changes to the cross sections.

Secure all necessary approvals and permits from applicable government agencies. Waste and borrow areas that impact Waters of the United States are prohibited unless already permitted, as agreed to with the U.S. Army Corps of Engineers. Submit to the Commission and County Conservation District(s) a plan and narrative depicting the erosion and sedimentation controls which will be utilized at the waste and/or borrow site(s). The plan and narrative must be prepared in accordance with the current provisions of DEP Chapter 102, Erosion and Sediment Control and the Program Manual, as amended. Do not utilize any proposed waste and/or borrow site(s) until all applicable approvals and permits are obtained. Copies of all applicable approvals and permits must be provided to the Commission.

Negotiate with the owner(s) of property to be utilized and submit one copy of the executed agreement to the Representative prior to starting work. Have the agreement provide for cleaning and leaving the premises and area in a well-drained and, if required, smoothly graded condition, blending into the existing topography. Scarify, lime, fertilize, seed, and mulch any disturbed areas with material, and formulae, at rates typical for the project.

Perform the clean fill determination for all borrow materials entering the construction right-of-way by completing and submitting the Environmental Due Diligence Form D-1, and, if necessary, Form D-2 to the Commission for acceptance.

All labor, material, equipment, work, and permits required for disposal of waste material is incidental to the project. The Contractor is also responsible for any environmental remediation, mitigation and defense of environmental claims or actions including fines resulting from the use of any waste and/or borrow area(s).

105.15 ARCHEOLOGICAL AND HISTORICAL FINDINGS - In areas where remains of prehistoric people's dwelling sites or where artifacts of historical or archeological significance are encountered, discontinue construction operations in the general area. Contact will be made with the State Historical and Museum Commission to determine how to proceed. When directed, satisfactorily excavate the site to preserve the artifacts encountered, then remove them for delivery to the custody of the Pennsylvania Historical and Museum Commission. In the event construction operations are halted or delayed because of archeological or historic findings, appropriate adjustments will be made in the contract time as specified in Section 108.05. Such site excavation will be considered extra work as specified in Section 104.03.

105.16 COAL OR VALUABLE MINERAL FINDINGS - If coal or other valuable minerals are uncovered, during prosecution of the work, that are not addressed by contract special provisions, store and handle the coal and other valuable minerals according to the directions of the Representative.

Do not claim or assume ownership rights.

If direction is given to handle and dispose of the material in a manner other than as unsuitable material, the contract time and contract price may be adjusted as described in Section 109.02.

SECTION 106 — CONTROL OF MATERIAL

106.01 GENERAL — Use material complying with the requirements of these specifications. At the pre-construction conference, submit a list of material to be sampled and tested by the Contractor.

Comply with the provisions of the Pennsylvania Trade Practices Act, 71 P.S. Section 773.101, et seq., concerning the purchase of aluminum and steel products produced in a foreign country. On Federal-Aid projects, also comply with the provisions specified in Section 106.10.

Comply with the provisions of the Steel Products Procurement Act, 73 P.S. Section 1881, et seq. in the performance of the contract or any subcontract.

Following contract execution, furnish to the Commission a complete statement of the project construction material's origin, composition, and manufacture.

For Fabricated Structural Steel materials, as identified in Section 1105.01(a) and inspected in accordance with Section 1105.01(e), and any other fabricated aluminum, precast or prestressed concrete products inspected during manufacturing, stamped and approved for shipment by the Commission's Representative, furnish Form CS-4171 to the Inspector-in-Charge. Certified mill test reports for any steel included will be reviewed by the Commission's Inspector and retained by the fabricator.

For all other steel products or products containing steel that will be permanently incorporated in the project, provide the Inspector-in-Charge the following when the product is delivered to the project site:

- For any "identifiable" steel products, certification that Section 4 of the Steel Products Procurement Act, 73 P.S. Section 1884, has been complied with. Identifiable steel products are steel products which contain permanent markings which indicate the material was both melted and manufactured in the United States.
- For all other "unidentifiable" steel products, documentation such as invoices, bills of lading, and mill certification that positively identify that the steel was melted and manufactured in the United States.

The provisions of the Steel Products Procurement Act will not be waived unless the Commission has determined, under authority granted in Section 4(b) of the act, that a certain steel product or products is not produced in the United States in sufficient quantities to meet contract requirements. Such a determination will be set forth in a proposal for the Commission's review and response. Include with the proposal a comprehensive list of sources, including names and contact information, for verification. The Commission does not have the authority to waive the provisions specified in Section 106.10.

Steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, otherwise similarly processed, or processed by a combination of two or more of these operations from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or any other steel-producing process. Included are cast iron products and machinery and equipment as listed in United States Department of Commerce Standard Industrial Classification 25, 35, and 37 and made of, fabricated from, or containing steel components. If a product, as delivered to the project, contains both foreign and United States steel, such product is considered to be a United States steel product only if at least 75% of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. On Federal-Aid projects, comply with the provisions specified in Section 106.10.

No payment will be made on the contract if unidentified steel products are supplied, until the hereinbefore requirements are met.

Any payments made that should not have been made may be recoverable from a manufacturer or supplier as well as from a contractor or subcontractor.

Any person who willfully violates the Steel Products Procurement Act will be prohibited from submitting bids for any contract for a period of 5 years from the date of determination that a violation has occurred. If a subcontractor, manufacturer or supplier, violates the Steel Products Procurement Act, such person will be prohibited from performing any work or supplying any materials to the Commission for a period of 5 years from the date of determination that a violation has occurred.

If steel products are used as a construction tool or appurtenance and will not serve a permanent functional use in the project, compliance with the Steel Products Procurement Act is not required.

When standard manufactured items are specified and these items are identified by unit weight, section dimensions, or similar characteristics, their identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by specified tolerances, industry established manufacturing tolerances will be accepted.

106.02 MATERIAL —

(a) Preliminary Acceptance. Have the source of material supply accepted before delivery is started. When indicated or directed, submit representative preliminary samples of the material. Submit samples of the kind and quality specified, for examination or test. Obtain written acceptance of the quality of the samples before obtaining material from the source of supply. Unless otherwise indicated or directed, representative samples of material requiring laboratory tests will be taken. Use such material only after written acceptance has been received from the Representative, and only so long as the material complies with the requirements. If material from a previously accepted source of supply does not produce specified products, furnish material from other acceptable sources.

(b) Inspection. Inspect material and store only that material meeting specification requirements for project use. Do not unload questionable material, until accepted by the Commission. Do not incorporate with other material previously accepted. When the grading and the quality of the material delivered to the project does not conform to the grading or quality as inspected and tested, the Commission reserves the right to reject the material at the work site. As required, furnish necessary assistance to the inspector in obtaining samples.

Allow designated Commission representatives to inspect material being used, or intended to be used, at any time before, during, or after material preparation, while being used during the progress of the work, or after the work has been completed. Furnish or arrange with producers or manufacturers to provide necessary material, labor, tools, and equipment for such inspection.

Inspections and tests, if made at any point other than the point of incorporation in the work, will not guarantee acceptance of the material. Inspection and testing performed by the Commission will not relieve the Contractor's responsibility for quality control.

(c) Standard of Quality. Wherever in these specifications an article or material is defined by describing a proprietary product or by using a trade name of the manufacturer or vendor, the term "or approved equal", if not inserted, is implied and assumed in all cases as signifying that the specifications will be interpreted liberally. Accordingly, it is to be understood that any reference to a particular manufacturer's product either by name or by limiting description has been made solely for the purpose of more clearly indicating the minimum standard of quality desired, and any other make substantially similar and performing as effectively the duties imposed by the general design will be approved as equal and satisfactory.

106.03 TESTS AND ACCEPTANCE OF MATERIAL —

(a) Responsibility. Material will be accepted on the basis of inspection, testing or certification, as directed.

Make or have made tests of samples of material, unless otherwise designated, in accordance with methods described in the specifications or, if the required method is not described, make the tests in accordance with Standards and/or Tentatives of ASTM, or other testing procedures adopted by the Commission.

Provide the necessary personnel to assist in collecting and transporting samples to the site of the test for the verification of the accuracy of scales, measures and testing equipment.

(b) QC. Maintain a QC system that provides reasonable assurance that material, products and completed construction submitted for acceptance conform to contract requirements whether self-manufactured, processed or procured from subcontractors or vendors. When specified, submit for review a plan of the QC system to be used. Perform or have performed the inspections and tests required to substantiate product conformance to contract requirements. Perform or have performed all inspections and tests and make them available for review throughout the contract life. Procedures will be subject to review of the Commission before the work is started. Charts and records documenting the quality control inspections and tests will become the property of the Commission upon completion of the work.

(c) Certification. When specified, submit dated certification, Form CS-4171 supplied by the Commission, from the manufacturer, fabricator or producer that items furnished meet specifications.

Unless otherwise directed, retain the original, signed certification at the manufacturer's, fabricator's, or producer's location. Send a copy of the original certification to the project with each shipment. Do not incorporate any material in the work, unless approved by the Representative, until a properly completed certification arrives on the project.

Notify the manufacturer, fabricator, or producer of these requirements. Accept responsibility for all certifications for all materials arriving at the project site. Materials delivered to the project site that are of questionable quality may be sampled, tested, and approved by the Commission before incorporation in any work. Random quality assurance samples may be selected by the Representative from the material delivered to the project site or at the place of supply before delivery.

106.04 STORAGE OF MATERIAL — Store material to assure preservation of specified quality and fitness for the work.

Stored material, even though accepted before storage, may again be inspected before use in the work. Locate stored material to facilitate prompt inspection and control.

Do not use private property for storage purposes without written permission of the owner or lessee. Make copies of this permission available to the Commission. Restore storage sites to conditions acceptable to property owners and the Commission.

Allocation of areas on the right-of-way for equipment and material storage will be made by the Representative. Any additional area required is to be obtained off Turnpike property by the Contractor at his own expense. Prepare the area designated for equipment and material storage, and upon completion of the contract, restore the site to its original condition.

106.05 UNACCEPTABLE MATERIAL — Material not conforming to the requirements of the specifications, whether in place or not, will be rejected. Remove such material promptly from the site of the work, unless otherwise directed. Do not return rejected material to the work site until defects have been corrected and the material has been accepted for use.

106.06 COMMISSION FURNISHED MATERIAL - The Commission will furnish material, when specified in the proposal, in the quantities required. Material will be delivered or made available at the point specified.

The cost of handling and placing material after delivery will be included in the contract price for the item.

After delivery and acceptance by the Contractor, the cost of replacing material due to shortages, deficiencies, or damage, including demurrage charges, will be deducted from money due or to become due.

106.07 PENNSYLVANIA TRADE PRACTICES ACT —

(a) General. Pursuant to the Pa. Trade Practices Act, Act 226-1968, the Commission will not specify,

purchase, or permit to be furnished or used in any contract aluminum or steel products as set forth below made in the countries set forth below.

The Commission may utilize the discretionary waiver provision of Act 3-1978 as to steel products. As to aluminum products, if the sole source is from a banned country relief may be permitted under the Statutory Construction Act, 1 Pa. C.S. 1901 et seq.

1. Brazil: Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet and cold-rolled carbon steel sheet.

2. Spain: Certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; certain steel products including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars and cold-formed carbon steel bars.

3. South Korea: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet and galvanized steel sheet.

4. Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.

SECTION 107 — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

107.01 LAWS TO BE OBSERVED — At all times, observe and comply with the following, and post as required: all Federal, State, and local laws, ordinances, and regulations which affect the conduct of the work or which apply to employees on the project; all orders or decrees which have been or may be enacted by any legal bodies or tribunals having authority or jurisdiction over the work, material, employees, or contract. Protect and indemnify the Commission and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, including violations by contractor employees.

107.02 PERMITS, LICENSES, AND TAX RESPONSIBILITY —

(a) Permits and Licenses. Purchase and submit copies of permits and licenses. At the job site, post notices necessary for the proper and lawful performance of the work, in accordance with such permits and licenses. Do not start work until signing and submitting all documentation required to become a transferee/co-permitee for all applicable permits required for the project.

(b) Tax Responsibility. Ascertain the possible existence, scope and coverage of any local subdivision tax, sometimes called an occupation tax, wage tax, income tax, franchise tax, or excise tax on the construction operations within the limit of the political subdivision imposing such tax. Also indemnify and save harmless the Commission and its agents from liability for the collection and payment of any taxes assessed and levied by the constituted authority, including upon Contractor agents, employees, and/ or representatives in connection with the performance of work on the project.

(c) Vehicle Registration. Attention is directed to 75 P.S. 1302(a) and 1303(a), (b), which requires vehicles to be registered in Pennsylvania when used on a project which is being built under traffic or where the vehicles are operated on a public highway opened to traffic.

(d) Sales Tax. Contact the Pennsylvania Department of Revenue or the Internal Revenue Service to determine the applicability of taxes. Relevant exemption numbers and certificates are available on request.

107.03 PATENTED DEVICES, MATERIAL, AND PROCESSES — If any design, device, material, or process covered by letters of patent or copyright is used, provide for use by suitable legal agreement with the patentee or owner. Indemnify and save harmless the Commission from any claims for infringement, by reason of the use of any patented design, device, material, process, or any trademark or copyright, and indemnify the Commission for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the performance or after the completion of the work. These provisions also apply to the surety.

107.04 RESTORATION OF SURFACE OPENED BY PERMIT — Do not allow any opening to be made within the right of way unless a valid permit is presented authorizing the opening. For such an opening, made before the date upon which the work provided for in the contract is finally accepted, repair at the time and in the manner directed in writing by the Representative.

107.05 SANITARY PROVISIONS — Incidental to contract items. Provide and maintain, in a neat and clean condition, sanitary facilities for the exclusive use of personnel on the project. Dispose of all wastes, both sewage and wastewater, in a manner approved by the DEP. As required, obtain permits from local municipalities to install temporary toilet facilities.

107.06 OCCUPATIONAL SAFETY AND HEALTH — Comply at all times with applicable Federal, State, and local laws and regulations, provisions, and policies governing safety and health, including the Federal Construction Safety Act (Public Law 91-54), 29 CFR Chapter XVII, Part 1926 Occupational Safety and Health Regulations for Construction, and the Occupation Safety and Health Act (Public Law 91-596), 29 CFR Chapter XVII, Part 1910 Occupational Safety and Health Standards for General Industry, and subsequent publications updating these regulations. In addition, all crane operators must be certified to operate the specific crane in use on the project. They must be in possession of a current CCO license (Certified Crane Operator) valid for the type of crane intended to be used. Before performing work with a crane, submit a copy of the operator's license to the Representative. One on-site meeting must be held with the crane operator(s) to discuss safety and crane type(s), size(s), location(s) and movements. For projects that require an erection plan or pre-erection meeting or both, ensure that the crane operators are in attendance at the meeting. If the crane operator cannot attend the meeting, a representative from the crane company must be in attendance. Remediate possible mat shifts and correct possible conflicts observed with the operation.

Take any other needed action or proceed as directed, to protect the life, health, and general occupational welfare of personnel employed on the project. Provide confined space training on the proper use of the testing equipment and all safety procedures to ensure a safe operation to Contractor personnel and Commission Representatives required to access the area for inspection purposes and provide all safety and testing equipment required by 29 CFR 1910.146, to both Commission Representatives and Contractor personnel to ensure the safety of all workers and inspectors during construction operations and inspection operations of any confined spaces. Also, provide proof of training, such as a course sign-in sheet or certificate of training. Provide appropriate rescue services, personnel, and equipment as per 29 CFR 1910.146(k).

Provide appropriate exposure controls, personnel, and equipment as per 29 CFR 1926.1153 for respirable crystalline silica (RCS). For operations which require Contractor personnel for RCS mitigation to employ respiratory protection or perform work within an enclosed cab, direct inspection by the Representative will be withheld from the operation. Perform the work in such operations to allow for inspections at hold points, as determined by the Representative.

If, in the Representative's opinion, employees are exposed to extraordinary conditions which could or do constitute a hazard, modify such equipment, devices, and job procedures to insure protection against the hazard or to reduce the risk to the employees engaged in project work.

Prior to or at the preconstruction conference, submit a written Project Safety Program. Include at a minimum, the following procedures and information:

- A procedure to document lost time.
- Detailed confined space mitigation procedures and safety procedures as required by 29 CFR 1910.146 including procedures for conducting air monitor calibrations as required by the equipment manufacturer's instructions and a written Confined Space Entry Permit system.
- Provide air monitoring equipment calibration documentation, for spaces that have actual or potential atmospheric hazards.
- Written verification of rescue services availability and qualifications for permit-required confined spaces.
- Written verification of annual training for internal/contractor employed rescue team if these services are provided by the contractor for permit-required confined spaces. Provide a list of employees that attended the training and the dates they attended.
- A written exposure control plan for RCS, as per 29 CFR 1926.1153(g) to also include:
 - A description of the tasks on the project that involve exposure to RCS.
 - A description of the engineering controls, work practices, and respiratory protection required to limit worker exposure to RCS for each task.
 - A description of the housekeeping measures used to limit worker exposure to RCS.
 - A description of the procedures used to restrict access to work areas when necessary, to minimize the number of workers exposed to RCS and their level of exposure.
- Provide a procedure for assuring compliance by subcontractors and suppliers working within the project's limit of work.

All costs associated with the preparation and implementation and updates of Project Safety Program and complying with the requirements are incidental.

Give special emphasis to providing safeguards for any specially or unusually hazardous operations and health hazards. Include initial indoctrination and continuing instructions for all employees to enable them to perform work in a safe manner. Include in the instruction project safety practices, manner of reporting accidents, availability of medical facilities, and explanation of individual responsibility for accident-free operations.

Require all persons to wear high-visibility safety apparel meeting the Performance Class 2 or 3 requirements of the current ANSI/ISEA 107 publication when working within the Commission's right-of-way or while in work zones adjacent to traffic.

All areas of a project will be hard hat areas. Require all persons within the project limits to wear protective headgear, including persons in cement concrete and asphalt plants operated exclusively for a project, even though the plant(s) may be remotely located.

Contractor must address all vehicles ingressing & egressing work zones in their site-specific safety plan. In addition, require all operators of motorized vehicles and equipment within the project take proper safety precautions before moving. At a minimum, the following precautions shall be performed:

- Operators shall complete a 360 walk-around prior to moving any motorized equipment or vehicle unless a spotter is specifically assigned to that equipment to ensure the operator is aware of obstructions.
- All persons shall sound the horn prior to backing up any vehicle or equipment that is not equipped with a backup alarm.
- Require pull-through parking or back-in parking throughout the work zone. Pull-in parking is only to be utilized if constrained by the site conditions.
- Prioritize the use of designated parking areas over parking within the work zone.

Where practical, ensure pedestrians face approaching vehicles and equipment while walking within the work zone and along access roads.

For multi-season projects with a contract amount \geq \$5,000,000.00, provide and maintain one scoreboard safety sign 4 feet wide by 3 feet high to identify the number of days worked on the project without a lost time accident. Imprint on the sign, the name of the contractor and an appropriate safety message. Prominently display on the sign the following:

- a. Contractor's name and address.
- b. Display in 4-inch letters (***) days worked since last lost-time injury.

NOTE: "(***)" – Space for three (3) removable numbers; numbers to include subcontractors.

Place the sign in a prominent location at the project site. Update the sign at least bi-weekly.

Immediately take corrective action, upon notification by the Representative of any noncompliance with the provisions of this section. Upon receipt of this notice, failure or refusal to promptly comply will cause a written order to be issued, stopping all or part of the work until the corrective action has been taken. Claim for an extension of time, costs, or damages because of the time lost due to any such stop orders will not be considered.

107.07 CARE OF PUBLIC AND PRIVATE PROPERTY — Do not damage overhead and underground facilities and structures or property within or adjacent to the project. Use special care in the performance of the work in order to avoid interference or damage to operating utilities or plants; however, where there is any possibility of interference or damage, make satisfactory arrangements with responsible corporate officers of the utilities or plant, covering the necessary precautions to be used during the performance of the work. Make these arrangements, subject to review, before work is started.

Protect all land monuments and property markers which are to be affected by the construction until they have been correctly referenced by the Commission. Beyond the construction area, reset monuments and markers which are disturbed by contract operations, either during the construction of the project or otherwise, when and as directed.

Promptly make restitution for or satisfactorily repair or restore damaged public or private property except in instances in which underground facilities are damaged because of a failure on the part of the owner of such facilities to accurately locate or mark the facilities.

Protect trees to be left standing. If these existing trees to be left standing are damaged, satisfactorily repair or replace them, at no expense to the Commission, or compensate the Commission for the damage by an equitable monetary amount as determined by, or agreed with, the Commission.

107.08 PUBLIC USE LANDS — In performing work within or adjacent to public use lands, namely National or State Forests, State Gamelands, Wildlife or Waterfowl Refuges, recreation areas, parklands, and historic sites, comply with all applicable rules and regulations of the authority having jurisdiction.

Cooperate with the National or State Forest Officer or Supervisor and authorized subordinates in observing sanitary laws and in exercising every reasonable precaution to prevent and suppress forest fires and vandalism.

Do everything reasonable to prevent and suppress forest fires. Notify a forest supervisor, as soon as possible, of the location and extent of any fire observed. Before starting indicated work affecting stream channels, verify that the Commission has the approval of the DEP and/or the DCNR.

107.09 INDEMNITY — Assume the entire responsibility and liability for any damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the work of the Contractor, and if any claims for such damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon the alleged active or passive negligence of participation in the wrong of the Commission, its Commissioners, agents, servants and/or employees (herein collectively the "Commission") or upon any alleged breach of

any statutory duty or obligation on the part of the Commission; the Contractor agrees to indemnify and hold harmless the Commission from and against any and all such claims, loss, costs, expense, liability, damage or injury, including legal fees, interest, penalties and disbursements that the Commission may directly or indirectly sustain, suffer or incur as a result thereof, and the Contractor assumes, on behalf of the Commission, the defense of any action at law or in equity which may be brought against the Commission arising by reason of such claims and will further pay on behalf of the Commission upon demand, the amount of any judgment that may be entered against the Commission, individually, jointly or severally in any such action.

In the event that any such claim, loss, cost, expense, liability, damage or injury arises or is made, asserted or threatened against the Commission, its Commissioners, officers, agents, servants or employees, the Commission only will have the right to withhold from any payments due or to become due to the Contractor an amount sufficient in the Commission's judgment to protect and indemnify it, its Commissioners, officers, agents, servants and employees, from and against any and all such claims, loss, cost, expense, liability, damage or injury, including legal fees and disbursements, or the Commission only in its discretion, may require the Contractor to furnish a surety bond satisfactory to the Commission guaranteeing such protection which bond will be furnished by the Contractor within five (5) days after written demand has been made therefor. In the event performance of the terms of this paragraph by the Contractor requires the retention of legal counsel on behalf of the Commission, the selection of such legal counsel by the Contractor will be subject to the approval of the Commission, such approval not to be unreasonably withheld by the Commission. In the event the Commission is required to take legal action to enforce the terms of this Paragraph, Contractor is responsible for the Commission's cost of collection including attorney's fees.

107.10 CONTRACTOR'S RESPONSIBILITY FOR WORK —

(a) Responsibility for Performed Work. The terms and conditions of the Contract will be in effect until the work is completed and accepted by the Commission. However, the Contractor will be relieved of responsibility for further physical work and maintenance on the date of physical work completion as established during the final inspection. The Commission's acceptance of the project does not relieve the Contractor and surety from continuing liability for latent defects, as specified.

(b) Responsibility for Latent Defects. The Representative will determine if a defect is a latent defect. The Contractor and his surety will continue to be liable for all latent defects. However, the surety is liable only until the performance bond is released. Satisfactorily repair or correct latent defects, at no expense to the Commission. If the defects cannot be satisfactorily repaired or corrected, provide reimbursement for any expenses or damages incurred by the Commission because of the defects.

(c) Responsibility During Temporary Suspension of Work. Should the work be temporarily suspended, wholly or in part, according to the provisions specified in Section 105.01(b), written notification will be given of the suspension and the reason(s) for the suspension.

If the work is temporarily suspended, wholly or in part, due to the fault of the Contractor, the Required Completion Date and any specified Milestone Date(s) will not be changed, unless otherwise directed by the Chief Engineer.

After a whole or partial suspension, upon receipt of written notice from the Representative, actively resume work according to the detailed schedule of operations.

(d) Specified Suspension of Work. The Commission reserves the right to suspend work, wholly or in part, and on a temporary basis, to accommodate the customers, traffic requirements and maintenance operations. The extent of such specified suspension of work will be included within the Special Provisions for the project. Responsibility for maintenance of the facility and its repair during such periods of specified suspension of work will be the responsibility of the Commission.

The Contractor is not responsible for winter maintenance activities which include snow removal and the application of deicing chemicals or anti-skid materials, during such periods of specified suspension of work.

107.11 CONTRACTOR'S RESPONSIBILITY FOR PUBLIC OR PRIVATE FACILITIES AND STRUCTURES - Cooperate with others in the performance of corrective project work, as specified in Section 105.06.

The Commission will cooperate in the issue of notices and will participate in all essential field conferences relating to the facilities and structures.

107.12 FURNISHING OF RIGHT OF WAY — The Commission will be responsible for securing all necessary rights of way in advance of construction. Any exceptions will be indicated in the proposal and contract.

107.13 PERSONAL LIABILITY OF PUBLIC OFFICIALS — In carrying out any of the provisions of these specifications or in exercising any power or authority granted to them by or within the scope of the contract, no liability may be placed upon the Commissioners, Chief Executive Officer, Engineer, or their authorized representatives, either personally or as officials of the Commission. In such matters, they act solely as Commission agents and representatives.

107.14 NO WAIVER OF LEGAL RIGHTS — The Commission, the Chief Executive Officer, the Engineer, or the Representative will not be prevented by an erroneous

- measurement,
- computation,
- estimate, or
- certificate

made or given by them or any agent or employee of the Commission, under any provision or provisions of the contract at any time, either before or after the completion and acceptance of, and payment for the project, from showing at any time that any

- measurement,
- computation,
- estimate, or
- certificate

is untrue or incorrectly made in any particular or that the work or material or any part does not conform to the specifications and contract.

The Commission will have the right to reject the whole or any part of the work or material, should any

- measurement,
- computation,
- estimate,
- certificate, or
- payment

be discovered or be known to be inconsistent with the contract terms or otherwise improperly given. The Commission will not be prevented, notwithstanding any

- measurement,
- computation,
- estimate,
- certificate, or
- payment

from demanding and recovering from the Contractor or surety, such damages as it may sustain by the failure to comply with the terms of the specifications and contract or on account of any overpayment(s) made on any estimate or certificate.

Neither the payment on any estimate or certificate signed by the Commission nor any extension or remission of contract time nor any possession taken by the Commission or its employees, will operate as a waiver of any portion of the contractor of any power herein reserved by the Commission or any right to damages herein provided, nor will any waiver of any breach of contract held to be a waiver of other or subsequent breach.

The terms of this contract will not be waived or modified by any verbal communication between the Contractor and Commission personnel.

107.15 MINIMUM WAGE SPECIFICATIONS AND RATES —

(a) Requirements. According to the provisions of the Pennsylvania Prevailing Wage Act 43 P.S. 165-1, and the implementing Regulations of the Pennsylvania Department of Labor and Industry, comply with the prevailing minimum wage predetermination requirements, as specified in the proposal, specifications, and contract.

(b) Responsibility for Payment of Wages. Accept responsibility for all wages paid or due to any employees engaged upon the project under contract, as mandated by the Pennsylvania Prevailing Wage Act, various applicable Federal acts, and the contract. Do not attempt to pass such responsibility elsewhere. Do not require employees to refund, directly or indirectly, any part of such wage(s). Where classification, reclassification, or additional classifications of workmen are made in accordance with the Pennsylvania Prevailing Wage Act and its regulations, make no claim against the Commission for additional compensation for such classification, reclassification, or additional classification.

If after a contract has been awarded, it is decided, because of unforeseen construction development, to list an additional classification and wage rate, the Commission, with or without application by the Contractor, will make written request for a wage determination by the Secretary of Labor and Industry.

No person may be employed on the project under contract, except in accordance with the classification set forth in the decision of the Secretary of Labor and Industry.

(c) Certification and Payment of Rate of Wage. According to the provisions of the Pennsylvania Prevailing Wage Act and various applicable Federal acts, including their implementing regulations, file with the Commission a weekly statement and a final statement at the conclusion of project work under contract, certifying that all employees have been paid wages in conformity with the provisions of the contract, as prescribed by the regulations of the Pennsylvania Department of Labor and Industry, implementing the Pennsylvania Prevailing Wage Act. If any wages remain unpaid, list on the statement the amount of wages due to each employee. Certify that, directly or indirectly, no refunds are received from any employee of any such minimum wage(s), other than deductions authorized by the Pennsylvania Wage Payment and Collection Law, 43 P.S. 260.1. Use forms furnished by the Commission and submit the forms to the Representative within 14 calendar days after the regular payment date of the payroll period. Payment of the current and final estimates will be withheld if such certification is not submitted, using the proper form, within the prescribed time limit.

(d) Posting. Post a notice(s) in the manner and form prescribed by the current regulations of the State Department of Labor and Industry. This notice is to be clearly legible and to be placed in a prominent and easily accessible place at the project site under contract, as well as at places where employees are paid their wages.

(e) Records and Inspection. Keep accurate records of employment and wage payments, including all the information required by the regulations of the State Department of Labor and Industry implementing the State Prevailing Wage Act, as amended. Keep time cards of employees, as required by the cited regulations and act. In addition, keep the original signed indentures for each apprentice and the approvals of the Pennsylvania Apprenticeship and Training Council. Preserve the records for 2 years from the date of payment and keep open at all reasonable hours, for inspection by the Commission and by the State Secretary of Labor and Industry. Make these records easily accessible within a period of 7 days from the date on which the State Secretary of Labor and Industry requests in writing that such records be made available. For the purpose of such inspection, furnish the authorized inspectors of the Commission every assistance in determining the wages paid in compliance with the regulations.

(f) Penalties. Failure to comply with the Pennsylvania Prevailing Wage Act and its regulations will result in withholding money due or to become due on the project contract. It will also result in termination of the right to proceed with the project work under contract and/or other penalties prescribed by law.

107.16 HAULING RESTRICTIONS —

(a) General. Accept responsibility for all hauling done on the project and on adjacent highways, in connection with the contract. Hauling restrictions on highways will be according to the applicable sections of the Pennsylvania Vehicle Code, Act of 1976, No. 81.

Without written permission, do not move and/or operate heavy-duty construction grading and hauling equipment over existing or new pavements, subbase, base and surface courses, and structures which will remain in service.

No special permits will be required for the transfer of oversize or overweight equipment or vehicles from one work area to another work area within the project limits. However, correct any damage caused by the transfer of equipment or vehicles.

If, in special cases, further restrictions are necessary, such restrictions will be indicated and/or specified in the proposal.

Hauling restrictions on the Turnpike System will also be governed by appropriate Commission rules and regulations.

(b) Weight Limits and Weighing.

1. Do not operate on public highways any vehicles which are in excess of the registered, gross and/or axle weight limits established in Chapter 49 of the Vehicle Code, 75 PA. C.S. Chapter 49, or as posted by the Department.

2. Submit to weighing by Department weigh teams when requested. If, as a result of such a weighing, it is determined that a vehicle owned or leased by the Contractor or any Subcontractor has been operated on public highways carrying a weight in excess of the above registered, gross or axle weight limits, the sum of \$50 for each 500 pounds or part thereof of such excess weight will be deducted as liquidated damages from money due or to become due. These liquidated damages are attributable to inherent damage to the highway which is not readily ascertainable and do not relieve the Contractor of responsibility to pay ascertainable damage as may be required in other sections of these Specifications.

107.17 ACCESSIBILITY OF FIRE HYDRANTS — Make necessary arrangements with the local authorities to provide fire protection at all times. Keep the fire hydrants adjacent to the work readily accessible to fire apparatus and do not place material or other obstructions within 15 feet of any hydrant.

107.18 DISCRIMINATION ON ACCOUNT OF RACE, COLOR, RELIGIOUS CREED, ANCESTRY, SEX, AGE OR NATIONAL ORIGIN PROHIBITED IN CONNECTION WITH EMPLOYMENT—

(a) General. Do not discriminate against any individual, who is qualified and available to perform the work to which the employment relates, by reason of race, color, religious creed, ancestry, sex, age or national origin.

(b) Penalties. Failure to comply with the above provisions, prescribed in greater detail in 15 P.S. 7306, and modified by Pennsylvania Human Relations Act 43 P.S. 951, may result in the deduction of money due or to become due for each violation. A second or subsequent violation will result in cancellation or termination of the contract upon which the violation occurred, and forfeiture of all money due or to become due, and other penalties prescribed by law.

107.19 SELECTION OF LABORERS AND MECHANICS — In employment on public works, Provisions of 51 P.S. 492.1 require a preferential rating, similar to that given to State employees, to any soldier making application for employment and on intended discharge for reduction in force. The word "soldier", as used in the cited act, means a person who served in the armed forces of the United States or in any official women's organization, during any war or armed conflict in which the United States was engaged, and who has an honorable discharge from such service.

107.20 WATERWAY REGULATIONS AND WATER POLLUTION CONTROL —

(a) Waterway Regulations. Conduct indicated work in waterways, flood plains or their hydrologically connected wetlands in accordance with the requirements of permits or approvals issued by the U.S. Army Corps of Engineers, the U.S. Coast Guard, the DEP, the DCNR and/or the Pennsylvania Fish and Boat Commission, whichever is applicable. Do not conduct work, including borrowing or wasting material other than indicated, in waterways, floodplains or their hydrologically connected wetlands before obtaining the required permits or approvals.

(b) Water Pollution Control. Comply with all applicable State and Federal laws and regulations preventing the pollution of surface water and ground water resources.

(c) Act 247. In accordance with Act 247, enacted by the General Assembly of the Commonwealth of Pennsylvania and approved by the Governor on October 26, 1972, ascertain the current statutes, rules, and regulations concerning anti-pollution measures. Include in the bid price all costs of complying with the terms of the statutes, rules, and regulations. No separate or additional payment will be made for such compliance. In the event that the statutes, rules, and regulations are amended, or if new statutes, rules, or regulations become effective, perform all additional and/or extra work deemed necessary, as ordered in writing and directed by the Representative, in accordance with Section 109.03.

Determine what local ordinances, if any, will affect the project work. Check for any county, city, borough, or township rules or regulations applicable to the area in which the Project is being constructed, and, in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers-of-commerce, planning commissions, industries, or utility companies who have jurisdiction over lands which the project occupies. Include any costs of compliance with local controls in the prices bid, even though documents of such local controlling agencies are not Listed herein. No separate or additional payments will be made for complying with existing, amended or new local ordinances, directives, or controls.

107.21 EROSION AND SEDIMENT POLLUTION CONTROL PLANS AND PERMITS — Install and maintain erosion and sediment (E&S) pollution control devices as indicated on approved plan or submit an alternate plan for accomplishing equal or better temporary and permanent erosion and water pollution

control. When an alternate plan is submitted, do not start work until the plan is approved by the County Conservation District and the Commission. When a National Pollutant Discharge Elimination System Permit (NPDES) is involved, do not start work until the plan is approved by the DEP and/or the authorized County Conservation District and the Commission.

Immediately take corrective action, at no expense to the Commission, upon notification by the Representative of any noncompliance with the provisions of this section. Failure or refusal to promptly comply with any such notice upon receipt may, at the Commission's sole discretion, result in the withholding of payment of estimates for work completed until the requirements of the E&S plan are met or result in the issuance of a written order stopping all or part of the work until the corrective action has been taken and the requirements of the E&S plan are met. No claims for any extension of time, costs, or damages arising from, related to, or based upon any such notices of noncompliance or stop orders will be granted, paid, or considered.

The Contractor will become a co-permittee for the NPDES permit and will be responsible for completing and signing the permit and the Notice of Termination.

If corrective action or noncompliance with the provisions of this section are determined to be a result of design errors or omissions, or a precipitation event exceeding the design storm criteria, any resulting claims for extensions of time, costs or damages arising from, related to, based upon any such notices of noncompliance, or stop work orders, will be resolved in accordance with Section 110.03 with regard to payment and or 108.06 with regard to an extension of time.

Utilize Commission, DEP, or other authorized agency's form(s) included in the contract or project permits unless directed otherwise by the Representative, DEP, the County Conservation District or other authorized regulatory agency.

For the purpose of determining compliance with the provisions of this section, "substantial completion" will be considered to have been attained when all the following project milestones have been reached:

- Either a semi-final or final inspection has been performed, physical work is complete,
- Earth disturbance activity has been permanently stabilized and sufficient vegetative growth has been achieved to meet permit conditions (uniform 70% perennial vegetative cover).
- Installation of PCSM Best Management Practices (BMPs) has occurred if applicable. Upon completion of PCSM conversions and facilities, the County Conservation District must approve the removal of all remaining E&S BMPs.

Once a project has reached substantial completion, submit to the Representative a DEP Notice of Termination (NOT) Form. The NOT is to be accompanied by required record drawings and the final certification of a licensed professional.

The Contractor will become a co-permittee for the NPDES permit and will be responsible for completing and signing the permit and the Notice of Termination.

107.22 THIRD-PARTY LIABILITY - Contracts covered by these specifications are not to be construed for the benefit of any person or political subdivision not a party to this contract, nor will this contract be construed to authorize any person or political subdivision not a party to this contract to maintain a lawsuit on or under this contract.

107.23 CONTRACTOR'S INSURANCE - The Contractor shall not commence work under this contract until Contractor has obtained all insurance required under this section and such insurance has been approved by the Commission. The Contractor shall maintain, at its own expense, throughout the period of the contract, and any extensions thereof, the following minimum insurance coverages of the types and in the amounts described below.

(a) Workers Compensation Insurance. Workers compensation insurance as required by the Workers Compensation or Occupational Disease Laws of the Commonwealth of Pennsylvania or any other state, if applicable, including, when required, the United States Longshoremen's and Harbor Workers Act, the

Federal Employers Liability Act and the Jones Act, covering all employees who perform any of the obligations of the Contractor under the contract. If an employer or employee is not subject to workers compensation laws of the governing State, then the insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers compensation laws.

(b) Employer's Liability Insurance. Employer's liability insurance with limits of not less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease, and \$500,000 bodily injury by disease each employee.

(c) Commercial General Liability Insurance. Commercial general liability insurance (CGL) with limits not less than \$1,000,000 each occurrence. If the CGL contains a general aggregate limit, it shall apply separately to each site or location. CGL insurance shall be written on the Insurance Services Office Inc. (ISO) occurrence form CG 00 01 12 07 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under contract (including the tort liability of another assumed in a business contract but not including breach of contract damages). There shall be no endorsement or modification of the CGL coverage limiting the scope of coverage for liability arising from explosion, collapse, and underground property damage.

(d) Business Auto Liability Insurance. Business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability, including bodily injury or death and property damage, arising out of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on the current ISO form or a substitute form providing equivalent liability coverage.

(e) Commercial Umbrella Liability Insurance. Commercial umbrella liability insurance with a limit of not less than \$ 6,000,000 per occurrence.

Required limit of \$7 million may be satisfied by a combination of primary and umbrella limits.

(f) Additional Insured Status. The Pennsylvania Turnpike Commission, its directors, commissioners, officers, agents and employees, the Design Engineer, the Commonwealth of Pennsylvania, Pennsylvania Department of Transportation and the Commission's General Consulting Engineer shall be included as Additional Insureds under the insurance policies maintained pursuant to 107.23. The general liability additional insured coverage must be provided in the form of endorsements to the Contractor's policy using both ISO CG 2010 (07/04) and ISO CG 2037 (07/04) or their equivalent. The endorsement forms must be specified on the certificate of insurance and, if other than the ISO forms noted above, copies of the endorsement must be provided and approved by the Pennsylvania Turnpike Commission. Such insurance policies shall also include cross-liability coverage as provided under standard ISO forms' separation of insured clause. The above insurance shall apply as primary insurance with the respect to any other insurance or self-insurance programs afforded to the Commission. The named insured (Contractor) shall be solely responsible for reimbursing any deductible amount to the insurer. The Commission reserves the right to request disclosure any self-insured retentions (SIR's) in excess of \$25,000 per occurrence. Such SIR's may be subject to approval by the Commission.

(g) Waiver of Subrogation. Contractor waives all rights of subrogation against the Commission, its directors, commissioners, officers, and employees for recovery of damages to the extent these damages are covered by any of the Contractor's insurance policies maintained above.

(h) Insurance Companies and Underwriters. The insurance coverages shall be placed with insurers and underwriters that have an A.M. Best's rating of no less than A- with a financial size category of IX, or better.

All insurance policies must be written by an insurance company licensed and authorized to do business in Pennsylvania. Insurance policies and certificates must be signed by a resident Pennsylvania Agent of the issuing Company. Policies and certificates issued by an eligible Surplus Lines Insurer must be signed by a party duly authorized to bind, on behalf of the eligible Surplus Lines Insurer. All insurance policies shall be endorsed to provide for thirty (30) days written notice to the Commission prior to cancellation or material change of any insurance referred to therein, and shall be provided to the Commission upon request. The preceding is subject to existing Commonwealth of Pennsylvania statutory cancellation provisions relating to non-payment of premium and misrepresentation by the insured.

(i) Evidence of Insurance. Prior to commencing work and maintained throughout the Contract term, Contractor shall furnish the Commission with a certificate(s) of insurance, acceptable to the Commission, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements herein.

Failure of the Commission to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligations to maintain such insurance. The Commission shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by the Commission. Contractor shall provide certified copies of all insurance policies required above within thirty (30) days of written request for said copies; Contractor may omit certain confidential or proprietary information from said insurance policies prior to providing such to the Commission.

(j) No Representation of Coverage Adequacy. By requiring insurance herein, the Commission does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the Commission in this contract.

(k) Payment. Incidental to the project.

107.24 BLASTING — Blasting is not permitted unless otherwise specified in the Special Provisions.

107.25 NONDISCRIMINATION CLAUSE - During the term of this contract, Contractor agrees as follows:

(a) Not to discriminate against any employee, applicant for employment, independent Contractor or any other person in the hiring of any employee who is qualified and available to perform the work to which the performance relates because of race, color, religious creed, ancestry, union membership, political affiliation, age, sex, sexual orientation, national origin or non-job-related handicap or disability. Not to discriminate against or intimidate any employee hired for the performance of work under the Contract on the basis of race, color, religious creed, ancestry, union membership, political affiliation, age, sex, sexual orientation, national origin or non-job-related handicap or disability. Take affirmative action to ensure that applicants, employees or agents are equally treated during employment without regard to their race, color, religious creed, ancestry, union membership, political affiliation, age, sex, sexual orientation, national origin or non-job-related handicap or disability. Such affirmative action includes, but is not limited to, the following: Employment, promotions, demotions or transfers; recruitment and recruitment advertising; layoff or termination; pay rates, fringes or other forms of compensation and selection for training. Post in conspicuous places at all work sites, such as the outside of a trailer or an outside bulletin board that are available to employees, agents, applicants for employment and other persons, a notice to be provided by the Pennsylvania Turnpike Commission setting forth the provisions of this non-discrimination clause. Notices posted outside must be weatherproof.

(b) In advertisements or requests for employment placed, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, union membership, political affiliation, age, sex, sexual orientation, national origin or non-job-related handicap or disability.

(c) Send each labor union or workers' representative with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice is to be sent to every other source of recruitment regularly used by Contractor.

(d) It is no defense to a finding of noncompliance with this non-discrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if 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 will 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 non-discrimination clause, employ and fill vacancies through other non-discriminatory employment procedures. See Attachment 1.

(f) Comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this Contract or with any such laws, this Contract may, after hearing and adjudication, be terminated, canceled or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Pennsylvania Turnpike Commission contracts, and other sanctions may be imposed and remedies invoked. Further, all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this provision of the contract.

(g) Upon written request, furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the Pennsylvania Turnpike Commission. If Contractor does not possess documents or records reflecting the necessary information requested, furnish such information on reporting forms supplied by the Pennsylvania Turnpike Commission.

(h) Actively recruit Diverse Business subcontractors or subcontractors with substantial Diverse Business representation among their employees. Diverse Business subcontractor recruitment includes, but is not limited to the database available on the website for the Department of General Services and the Federal Government's system of award management database. Further, maximize participation by business certified by the following third-party certifying organizations: (1) the National Minority Supplier Development Council; (2) the Women's Business Development Enterprise National Council; (3) the Small Business Administration; (4) the Department of Veteran Affairs; and (5) the Pennsylvania Unified Certification Program. Diverse Business hiring and recruitment considerations are listed in Attachment 1. For information regarding Diverse Business concerns, please contact the Pennsylvania Turnpike Commission's Office of Diversity and Inclusion at 717-831-7265.

(i) Upon award, furnish a copy of the Equal Opportunity Plan (EOP) to the Commission's Office of Diversity and Inclusion that demonstrates the company's efforts to include diverse businesses in contracting and equal opportunity hiring. The EOP should contain the company's policy statement, a nondiscrimination statement, workforce demographic, program objectives, internal monitoring, and dissemination of the plan.

(j) Include the provisions of this non-discrimination clause in every subcontract so that such provisions will be binding upon each subcontractor and its employees.

(k) 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.

The Commission will furnish the Contractor with forms to comply with this section.

107.26 DIVERSE BUSINESS (DB) REQUIREMENTS - The following provisions apply only if indicated in the Special Provisions for the project.

(a) General Requirements. Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires bidders and contractors on contracts funded pursuant to the provisions of Title 74 (Transportation Code) and 75 (Vehicle Code) administered and issued by the Commission to make good faith efforts to solicit subcontractors that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires bidders to make good faith efforts, as described below, to solicit subcontractors that are DBs during the bidding process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make good faith efforts and demonstrate such good faith efforts in the solicitation of subcontractors may result in rejection of the bid.

Bidder shall document and submit to the Commission all good faith efforts, as described in this section, to solicit subcontractors that are DBs during the bidding process.

Bidders are encouraged to utilize and give consideration to contractors offering to utilize DBs in the selection and award of contracts.

Bidder shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or his or her designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

(b) Diverse Business Participation Level. The Commission has established the Diverse Business (DB) minimum level of participation indicated in the Special Provisions for this project.

This minimum level of participation serves exclusively as a guide in determining bidder responsibility. Attainment of the level is not a measure of bid responsiveness. Predetermined amounts shown in the proposal will be excluded from the total bid price for determination of participation level.

DB Subcontractors and Manufacturers will be credited at 100%. Regular dealers will be credited at 60% of the costs of materials or supplies. DB Transaction Expeditor/Broker and others providing BONA FIDE services not listed above will be credited the entire amount of the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1. Manufacturers. A DB Manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

2. Regular Dealers. A DB Regular Dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock and regularly sold to the public in the usual course of business. A regular dealer, is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the

products in question. A DB regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment. DB brokers and DB packagers are not regarded as DB manufacturers or DB regular dealers.

3. Providers of BONA FIDE Services. This includes fees or commissions charged for providing a BONA FIDE service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, fees charged for delivery of materials and supplies required on job site (but not the cost of the materials and supplies themselves) when the DB hauler, DB trucker or DB delivery service is not also the DB manufacturer or DB regular dealer in the materials and supplies, the fees or commission charged for providing any bonds or insurance specifically required for the performance of the contract, provided that all above such fees or commissions are determined by the Commission to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Transaction Expeditor/Broker. A DB packager, broker, manufacturers' representatives, or other persons who arrange or expedite transactions and who arrange for material drop-shipments.

(c) Definitions. The following definitions apply to terms used in this specification:

1. Disadvantaged Business – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial or ethnic prejudice or cultural bias.

2. Diverse Business – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

3. Minority-owned Business – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

4. Professional Services – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1) design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

5. Service-Disabled Veteran-Owned Small Business – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

6. Subcontractor- Any individual, partnership, firm, or corporation entering into a contract with the prime contractor for work under the contract, including those providing professional and other services.

7. Third-party Certifying Organization – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women's Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

8. Veteran-owned Small Business – A small business owned and controlled by a veteran or veterans.

9. Women-Owned Business – A business owned and controlled by a majority of individuals who are women.

(d) Responsibilities of Bidder at Bidding Stage and Prior to Award

1. Submission Requirements – Contractor Responsiveness. Bidders are required to submit documentary evidence of DBs that have been contacted and that are to be used. Bidders must submit documentation of such solicitations and commitments, concurrently with the bid, on PTC Form 22-94-16R (DB Subcontractor and Supplier Solicitation Sheet), PTC Form 22-95-32R (DB Subcontractor and Supplier Commitment Sheet), and PTC Form 2013-89 (Good Faith Effort Checklist). Failure to submit the required information on DB participation may result in rejection of the bid as being non-responsive. The aforementioned forms are included in the bid documents. Completed forms 22-94-16R and 22-95-32R and accompanying documents regarding solicitation of and commitments to DBs become part of the contract.

Mailings to large numbers of DBs which are intended to provide notice of a contractors' interest in bidding a Commission contract will not be deemed solicitations, but rather will be treated as informational notifications only.

Only make actual solicitation of DB subcontractors, manufacturers, regular dealers, transaction expeditor/broker and/or providers of BONA FIDE services whose work, material, supplies, equipment and/or services are within the project scope and are related to project line items or portions thereof which the Contractor reasonably believes it will choose to subcontract, purchase or lease.

If the minimum level of participation is not met, the three (3) low bidders are required to deposit, fax, mail or electronically transmit sufficient evidence, which demonstrates to the Commission that the bidder has not engaged in discriminatory practices in the solicitation and commitment of subcontracts and supply contracts. Sufficient evidence must be documentation of good faith efforts made prior to bid submission and must be received by the Pennsylvania Turnpike Commission's Contract Management Services Manager by 3:00 PM, Prevailing Local Time, of the second business day following the day of the bid opening by any of the following methods:

- Deposit required documents in or send overnight mail service to Pennsylvania Turnpike Commission's Construction Department, Attention: Contract Management Services Manager, 700 S. Eisenhower Boulevard, Middletown, PA 17057.
- or send them to Pennsylvania Turnpike Commission's Contract Management Services Manager by facsimile (FAX) 717-986-9762.
- or e-mail them to ebsadmin@paturndpike.com.

2. Evidence of Good Faith Efforts. The Commission will review the documentation corresponding to the solicitation of DB Subcontractors or Suppliers (PTC Form 22-94-16R) and commitments made to DB Subcontractors or Suppliers (PTC Form 22-95-32R), as well as any additional commitments. If the Commitment Sheet demonstrates that the bidder has met the minimum level of participation, the bidder is not required to submit documentary evidence of Good Faith Efforts. All bidders must submit the Good Faith Efforts Checklist (PTC Form 2013-89) with the bid. Failure to submit the Good Faith Efforts Checklist with the bid may result in a rejection of the bid. Any discrepancy between the commitments submitted with the bid and the documentary evidence of Good Faith Efforts submitted subsequent to the opening of bids may result in the rejection of the bid.

The evidence submitted by the bidder is required to demonstrate the following:

2.a. The bidder, whose actions resulted in a limited or no commitment to DBs in accordance with the Contract, must demonstrate that it sought to maximize participation by DBs, and its solicitation and commitment decisions were not based on policies that disparately impact diverse businesses.

2.b. The bidder shall indicate whether DBs were solicited or permitted an equal opportunity for DBs and non-DBs to quote, for each type of work the bidder intends or expects to subcontract or for all materials and services the bidder intends or expects to procure. When DB quotes that were provided to bidders during the pre-bid stage are not selected due to low bid justification, the bidder must submit, on the subcontractors'/suppliers' letterhead all subcontractor (DB and non-DB) quotes considered that shall include line items, quantities, and bid prices, where applicable.

2.c. In any instance where a DB has not been committed to for a type of subcontract work or materials contract in any area where a quote was received from a DB, document the non-usage.

2.d. If no quotations are received from solicitation of DBs, this information should be noted with the bid submittal along with detailed information on the solicitation effort (Form 22-94-16R).

Documentation supporting the items identified by the bidder on the Good Faith Efforts Checklist will be evaluated by the Commission for purposes of determining whether the bidder has met the Good Faith Efforts requirement.

If the bidder who has not met the required minimum participation level does not submit sufficient evidence such that it is received by the Pennsylvania Turnpike Commission's Contract Management Services Manager by 3:00 PM of the second business day following the day of the bid opening, the bid submissions will be considered non-responsive and the bid rejected. It is the bidder's responsibility to ensure that the Commission's Contract Management Services Manager has timely received sufficient evidence of good faith efforts.

3. Replacement of a DB Subcontractor During Bid Evaluation. If at any time during the evaluation of a bid it becomes necessary to replace a subcontractor that is a DB, the bidder, as appropriate, shall immediately notify the Director of the Commission's Office of Diversity and Inclusion or his/her designee of the need to replace the Diverse Business, which notice shall include the reasons for the replacement.

4. Contractor Responsibility – Acceptance or Rejection of Bids. Upon receipt of bids for a construction contract, the submittals of each bidder will be subject to review by the Commission to determine whether the bidder has complied with Section 303 and this specification in the selection of subcontractors, manufacturers, regular dealers, transaction expeditor/broker and other providers of a BONA FIDE service. If a bidder has met the minimum level for DB participation, the bidder will be presumed not to have discriminated in its selections. Where the minimum level is not met and the bid has not otherwise been rejected for reasons of non-responsiveness, the Commission will determine whether discrimination has occurred.

After review of PTC Form 22-94-16R (DB Subcontractor and Supplier Solicitation Sheet), PTC Form 22-95-32R (DB Subcontractor and Supplier Commitment Sheet), and other relevant information, the Commission will determine whether or not discrimination has occurred. If the Commission determines that discrimination has occurred, the bidder will thereby be deemed to be not responsible and its bid will be rejected.

DB firms and commitment amount made at the time of bidding are to be maintained throughout the term of the contract. Any change in DB firms or commitment amount must be pre-approved by the Commission.

The Commission, its designees or agents have the right to obtain documents and information from any contractor, subcontractor, manufacturer, regular dealer, transaction expeditor/broker or other provider of a BONA FIDE service that may be required in order to ascertain bidder or contractor responsibility. Except as otherwise provided by law and/or for use by the Commission, its designees or agents for investigations and proceedings following therefrom, the documents submitted with the bid will be confidential.

(e) Contractor Requirements During Construction

1. Replacement of a DB Subcontractor. Contractor must continue good faith efforts through completion of the project. If at any time during the construction of a project, it becomes necessary to replace a subcontractor that is a DB, the contractor, as appropriate, shall immediately notify the Director of the Commission's Office of Diversity and Inclusion or his/her designee of the need to replace the DB, which notice shall include the reasons for the replacement.

2. Records. Maintain project records as are necessary to determine compliance with its DB commitments. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

2.a. The number of DB and non-DB subcontractors, manufacturers, regular dealers, transaction expeditor/broker and other providers of BONA FIDE service, and the type of work or materials or services performed on or incorporated in this project.

2.b. The progress and efforts made in seeking out DB contractor organizations and individual DB contractors for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the bid to DBs.

2.c. Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

3. Reports. Submit reports as required by the Commission, or at least on a monthly basis, of those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. Submit the monthly reports to the Representative by the twentieth day of the following month and have them contain:

3.a Number of contracts awarded to DBs noting the type of work and amounts of each contract executed with each firm, including the execution date of each contract.

3.b The amounts paid to each DB during the month and the date of payment.

3.c Upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid to each firm. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

4. Subcontracts/Purchase Orders

4.a. Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

4.b. Prime contractor will not impose provisions on DB subcontracts that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

4.c. Subcontracts should evidence that DB subcontractors were advised of the availability of mobilization funds and that they were provided an opportunity to refuse said mobilization. Include a signed statement with the subcontract attesting to the aforementioned.

4.d. Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

5. Payments to DB Subcontractors

5.a. Checks should be issued for this project only and not commingled with payment for other projects.

5.b. Dual party checks should be issued only with the concurrence of both the DB and the prime contractor. If no agreement can be reached, the prime contractor must demonstrate a clear business necessity for same.

5.c. Payments to DBs are to be made within five business days of receipt of payment by the prime contractor.

6. Construction

6.a. Sufficient notice is to be given to DBs concerning the initial and subsequent construction meeting which impact on their area of work. Written notice is to be provided concerning the time, date, and location of the aforementioned meetings. Before the commencement of work by the DBs, a meeting will be scheduled by the project superintendent to clarify scheduling, work expectations, and payment schedule. Notice will be provided to the Director of the Commission's Office of Diversity and Inclusion or his/her designee that the aforementioned meeting has occurred.

6.b. DBs should not have more restrictive requirements placed upon them than is placed upon other non-DBs subcontractors/suppliers on the project.

(f) Post-Construction Evaluation. Following completion of the Contractor's work, the Director of the Commission's Office of Diversity and Inclusion or his/her designee will review the overall DB participation to assess the Contractor's compliance with Section 303 and this specification section. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Contractor's failure to comply with Section 303 or the within specification.

107.27 ENVIRONMENTAL POLLUTION CONTROL — All equipment and operations are to be conducted in accord with all local, state and federal rules and regulations pertinent to the control of air, water and other environmental pollution.

Ascertain any and all restrictions regarding the work involved in this project, obtain and pay for all required permits not previously obtained by the Commission and furnish the Commission copies of all such permits before the performance of any activity requiring permit.

Provide protection against pollution of streams, watercourses and wetlands during excavation, grading operations, placing or stockpiling embankment, construction of new drainage, extension and cleaning of existing drainage, utilization of staging and storage areas and other similar operations which may effect the quality of water in existing streams and watercourses, in accord with approved methods and to the satisfaction of the Representative and such agencies legally entrusted with the prevention of pollution.

Equip construction vehicles and equipment with functioning exhaust mufflers to minimize noise levels. Locate access and haul roads as far as practical from sensitive receptors including schools, churches and residences. Construct temporary noise mitigation features including constructed walls between stationary equipment and sensitive receptors as determined and required by the Commission. Where practical, locate construction trailers and/or material stockpiling areas between sensitive receptors and the construction area.

Control fugitive dust created by material hauling and grading operations by means such as wetting down roadways. The use of heavy equipment and unnecessary idling near sensitive receptors must be kept to a minimum whenever possible.

107.28 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT -

(a) General. In accordance with Act 127 of 2012, known as the Public Works Employment Verification Act (“the Act”), effective January 1, 2013, 43 P.S. §§167.1-167.11, use the Federal Government’s E-Verify system to ensure that all employees performing work on the project, including subcontractor’s employees, are authorized to work in the United States.

(b) Verification Form. Verify the employment eligibility of each new employee hired after January 1, 2013 and submit the Commonwealth Public Works Employment Verification Form (“Form”) to the Commission.

(c) Contractor. Submit the Form with the bid. The authorized signer of the bid hereby states that he or she possesses sufficient knowledge to make the representations and certifications on the Form. Failure to provide a completed Form will result in rejection of the bid, and may subject the Contractor to the enforcement activities, sanctions and civil penalties specified in the Act.

(d) Subcontractor. Obtain a form signed by an authorized representative of the subcontractor performing work on the project, possessing sufficient knowledge to make the representations and certifications on the Form. Submit it to the Representative prior to the Subcontractor performing any work on the project. Failure or refusal to provide the Form will be considered a refusal to comply with contract requirements and may subject the subcontractor to the enforcement activities, sanctions and civil penalties specified in the Act. Include information about the requirements of the Act in all subcontracts.

(e) Department of General Services. The Department of General Services is the Commonwealth agency responsible for enforcement and administration of the Act. Please direct questions about the Act to:

Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th and Herr Streets
Harrisburg, PA 17125
Fax: 717-214-3669

SECTION 108 — PERFORMANCE AND PROGRESS

108.01 NOTICE TO PROCEED — Within thirty (30) days of the award and as soon as practical after approval of the bonds and insurance certificates, the Commission will issue a purchase order or executed contract with a written Notice to Proceed. Issuance of the purchase order will constitute the Notice to Proceed. The date of the purchase order is the Notice to Proceed date. Extension(s) of the 30-day period will be made only by mutual written consent of the parties to the contract provided such written consent is given prior to the expiration of the 30-day period.

108.02 PERFORMANCE AND PROGRESS —

(a) Preconstruction Conference. Before the start of work, a preliminary conference will be held. The purpose of this conference will be to discuss the scope of the project work, to discuss all essential matters pertaining to the satisfactory project completion, and to resolve any questions regarding contract interpretation.

In addition to the Construction Schedule specified in 108.02(b), the following document must be submitted within 30 days of the Notice to Proceed by the Contractor:

1 Reproducible Copy of the Contractor's Estimated Monthly Values of the progressing project and its various categories of work. This schedule of values will indicate those dollars which the Contractor estimates will be due him for each monthly period of work. This schedule will complement the approved construction schedule and the values indicated are to reflect the estimated percentages of completion applicable to the progressing project and its various major categories of work.

The Commission may require a Detailed Estimate or item cost breakdown applicable to "Lump Sum" contracts and to major items of work bid on a "Lump Sum" price. However, the Representative reserves the right to require a detailed estimate for items bid on a unit price basis whenever, in his judgment, the complexity of the work performed under the unit price necessitates the further examination of the methods and costs involved in the determination of the unit price.

Additional information may be required from the Contractor by the Representative, depending upon the specific items of work included in the project.

(b) Construction Project Scheduling. The Contractor is required to submit a fully detailed and complete schedule of operations for progressing the project and its various major categories of work. Schedule each operation necessary for the performance of all work separately for the Commission's review of the methods and sequences of work. Show all sequencing and all other aspects of how work on the project will be scheduled and performed. Prepare the schedule in bar-graph, CPM or PERT form unless the Representative directs a particular method due to the complexity of the project.

Prepare a complete schedule that adheres to and incorporates all contract time requirements and restrictions, shows work being completed on or before the Required Completion Date, meets any specified Milestone Date(s), and is in compliance with all contractual requirements.

Show all contracted work in the schedule. Show the sequence and interdependence of activities for completion of all work. Consider and make appropriate scheduling and operational allowances for seasonal weather conditions and ambient temperatures, permitting requirements, plant establishment periods, and any required testing periods.

If the submitted schedule is not acceptable to the Commission, re-submit until an acceptable schedule is provided. Acceptance of the Contractor's schedule or any revision(s) thereto, by the Commission, will not constitute the Commission's approval of or agreement with the sequence of operations, the durations of activities, the adequacy or propriety of resources, the identity of controlling operations, nor the feasibility or any other characteristics of the schedule or its revisions.

Once the schedule is accepted by the Representative, it will be considered the official schedule for all purposes. The Commission will not release current estimate payments until the schedule is submitted and accepted.

Provide a Three Week Look Ahead Schedule which is to be updated on a weekly basis and submitted to the Representative by noon each Wednesday.

If the latest completion time for any work on the current schedule results in an operation being delayed 10 working days or more beyond the Required Completion Date or any specified Milestone Date(s), as adjusted if appropriate, the Representative may require, in writing, that the Contractor submit a written description of the plan to recover all lost time and maintain the Required Completion Date or specified Milestone Date(s). If the order of project operations is changed to the extent that the Contractor is no longer following the accepted schedule, the Representative may require, in writing, that a revision to the schedule be submitted. If the recovery plan is not received within 7 calendar days and/or the schedule revision is not received within 14 calendar days from the date of the request by the Representative, the Commission will not release current estimate payments until the required information has been submitted and accepted.

If a request for a time extension is approved or a time reduction processed, the Commission will use the changed Required Completion Date and/or Milestone Date(s) for the purpose of monitoring progress, assigning resources, authorizing additional and/or extra work, processing contract adjustments associated with incentive/disincentive clauses, and assessing liquidated damages. Contractor imposed dates in the schedule; other than the Required Completion Date, specified Milestone Date(s), and/or any contractually specified sequences; will not be binding on the Commission.

108.03 LIMITATION OF OPERATIONS —

(a) Maintenance of Traffic. Conduct the work in a manner and sequence that assures minimal interference to traffic.

(b) Completion of Sections of Project. Complete any designated portion or portions, as indicated or as specified in the proposal, or as directed in writing, when seasonal, local, or other conditions relating to the project or public convenience justify such action.

The Representative may relieve the Contractor of responsibility for further work on any portion of the project which has been completed before the whole if the section has been satisfactorily completed in accordance with specifications.

Release of Contractor responsibility is further contingent on the following:

- such portions have been entirely and satisfactorily completed, in accordance with the contract, and a final inspection of the section has been made as specified in Section 109.05(a).
- the Contractor's obligation under the contract to replace defective work or material is not relieved;
- the Contractor's responsibility for making further repairs to the designated sections of the project made necessary because of construction operations is not relieved; and
- any work done by the Commission on any designated sections of the project that may have been satisfactorily completed, as provided, does not waive the rights of either party to the entire contract.

(c) Maintenance of Existing Vegetation. In order to maintain natural vegetation in all undisturbed areas, do not cross these areas with construction equipment or make any other use of these areas, except at permitted locations.

(d) Working Schedule. Schedule and execute work operations to present the least inference to traffic and complete all operations within the specified contract time.

Ascertain any and all restrictions in regard to working times which may be imposed by local, state and federal agencies.

No work may be performed without the specified traffic control and protection whether working roadway pavement or shoulders.

The Chief Executive Officer may impose restrictions on the Contractor's operations, including complete suspension to eliminate unsafe traffic conditions or congestion of the Turnpike, without liability for any delay.

108.04 CHARACTER OF WORKMEN; METHODS AND EQUIPMENT —

(a) General. Employ at all times sufficient labor and equipment for performing the work.

(b) Competence of Workers. Employ only competent and efficient superintendents, forepersons, clerks, timekeepers, equipment operators, laborers, mechanics, or artisans for every kind of work. Whenever, in the Representative's opinion, any person is unfit to perform the task, does the work contrary to instructions, or exhibits improper conduct, discharge the person immediately and do not employ the person again on the project without written permission of the Representative. Failure to remove such person, as ordered, or failure to furnish suitable and sufficient personnel for the proper completion of the work, after being ordered to correct the deficiency, may result in suspension of the work, by written notice from the Representative, until such orders are followed.

If the superintendent or representative on the project fails to cooperate with the Commission's authorized representatives in any way, the Representative will give a written order for dismissal and replacement of that superintendent or representative.

(c) Equipment. Furnish the type, condition, and quantity of equipment that meets the qualifications necessary for the proper execution of the work within the specified contract time. Maintain the equipment in good condition, subject to acceptance, before and during use in connection with the project.

If the contract specifies that construction be performed by the use of certain methods and equipment, use such methods or equipment, unless others are authorized. To use a method or type of equipment other than those specified, request authority to do so. Provide the request in writing and include a full description of the methods and equipment proposed to be used, with an explanation of the reasons for desiring to make the change. If acceptance is given, it will be on condition that construction work is performed in conformity with contract requirements. If, after trial use of the substituted methods of equipment, it is determined that the work produced does not meet contract requirements, discontinue the use of the substitute method or equipment. Complete the remaining construction with the specified methods and equipment. Remove the deficient work and replace it with work of specified quality, or take such other corrective action, as directed. No change will be made in the basis of payment for the construction items involved, nor in contract time, as a result of authorizing a change in methods or equipment under these provisions.

All equipment and its use on the project is subject to the approval of the Representative, and the Commission reserves the right of the Representative to require additional controls, modifications and alternate methods of operation to ensure the proper effect from the operating equipment. Equipment not capable of operations necessary to meet the approval of the Representative will be removed from the project or confined to such operations where its capabilities are considered adequate for the approval of the Representative.

108.05 TIME EXTENSIONS AND REDUCTIONS — A time extension or time reduction may be granted by the Commission as a result of the following events or occurrences, provided the required written request is submitted to the Representative within 10 calendar days of the event or occurrence. Include, with the time extension request, a revision to the Schedule.

- Progress on one or more controlling operations is adversely affected by an act or omission of the Commission, which is not the fault of the Contractor, all of which will be determined by the Representative.
- Satisfactory project completion requires work in greater or lesser quantities than those indicated in the contract for one or more controlling operations.
- The Representative, in writing, eliminates an item of work or reduces the quantity of an item of work and the elimination or reduction affects progress on one or more controlling operations.
- The Representative, in writing, authorizes additional or extra work, which affects progress on one or more controlling operations.
- A strike or labor dispute that causes, despite all reasonable efforts by the Contractor to avoid it, a shutdown of the entire project or of one or more controlling operations as specified in Section 108.09.

108.06 LIQUIDATED DAMAGES —

(a) Construction Engineering Liquidated Damages. For each day that any physical work remains uncompleted after the Required Completion Date, the sum per day specified in the following schedule,

unless otherwise stated in the proposal, will be deducted from money due or to become due. This deduction will not be as a penalty, but as Construction Engineering Liquidated Damages.

Original Contract Amount		Schedule of Daily Charges For Construction Engineering Liquidated Damages
From More Than	To and Including	Per Calendar Day
\$ 0	\$ 400,000	\$ 885
400,000	1,000,000	1,675
1,000,000	5,000,000	2,440
5,000,000	10,000,000	3,755
10,000,000	15,000,000	5,240
15,000,000		6,220

In the event the Contractor is declared in default, as specified in Section 108.08, Construction Engineering Liquidated Damages will be charged as provided by this section. If the total amount chargeable as Construction Engineering Liquidated Damages exceeds the amount payable to the Contractor or the surety, the excess is to be paid to the Commission by the Contractor or the surety.

(b) Work Zone Liquidated Damages. A sum of no less than \$1000 per day will be charged as liquidated damages for failure to comply with maintenance and protection of traffic specifications and drawings. This deduction will not be as a penalty, but as Work Zone Liquidated Damages.

(c) Erosion and Sedimentation Control (E&S) Noncompliance Liquidated Damages. Begin work to correct any noncompliance with Section 107.28 (Erosion and Sediment Pollution Control Plans and Permits) within 24 hours of notification by the Representative of the noncompliance. At the time of notification, the Representative will provide the Contractor with a copy of the visual site-inspection report or the report from DEP or their designee or other regulatory agency that identifies the noncompliance.

A sum of \$1,500 per 24-hour period will be charged as E&S noncompliance liquidated damages for failure to begin work within 24 hours of notification of noncompliance and for each subsequent 24-hour period until E&S compliance is attained. This deduction will not be as a penalty, but as E&S noncompliance liquidated damages.

The liquidated damages specified in this section are in addition to, and not in derogation of, the contractor's obligation set forth in Section 107.01 to indemnify the Commission and its representatives against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree, including violations by Contractor employees, as well as any other obligation that the contractor may have to indemnify or hold the Commission and its representative harmless.

108.07 DEFAULT AND TERMINATION OF CONTRACT — In the following paragraphs, the word "Contractor" also means the surety, in case of default, and completion of the contract by the surety.

(a) Delay, Neglect, or Default. The Contractor may be declared in default for the following reasons:

- failure to begin work within the time specified in the Notice to Proceed;
- failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the contract terms;
- unsatisfactory performance of the work;

- failure or refusal to remove material, or to repair or remove and replace any work, rejected as defective or unsatisfactory;
- discontinuing work without approval;
- failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- insolvency or bankruptcy;
- commission of any act of bankruptcy or insolvency;
- making assignment for the benefit of creditors;
- failure or refusal within 10 days after written notice by the Representative to make payment or show cause why payment should not be made, of any amounts due for material furnished, labor supplied or performed, for equipment rentals, or for utility services rendered, as covered by the Payment Bond;
- failure to protect, to repair, or to make good any damage or injury to property, as provided in Section 107.07; and
- not performing work in an acceptable manner for any cause.

The Commission, upon written notice from the Representative or upon other proof satisfactory to the Commission, and after having given written notice to the Contractor and the surety of such delay, neglect, or default on the part of the Contractor, will have power and authority, without violating the contract to:

- declare the Contractor in default;
- take the completion of the work out of the hands of the Contractor;
- appropriate or use any or all material and equipment of the Contractor assembled for the project;
- enter into a contract or contracts for the completion of the work, according to the contract; or
- use such other methods that will be expedient for the completion of the contract in a satisfactory manner.

(b) Completion by Surety. The Commission may elect to take the performance of the work from the Contractor and may at that time notify and require the surety to complete the contract according to its terms. Also, require the surety to render within 3 months from acceptance of the project date, but before final payment, a detailed statement of the costs of the completion of the work, including receipts and disbursements of all funds received and paid on account. However, the responsibility of the surety extends only to the limit of the bond amount.

(c) Completion by Commission Forces. The Commission may elect to take the performance of the work from the Contractor and fulfill the contract with Commission forces. At that time and in the Commission's name, the Commission may take all right, title and interest in and to the equipment and

material owned by the Contractor and assembled for use in the execution of the contract, and may use them for completion.

(d) Settlement of Contract. If the contract completion by any of the methods specified results in financial loss to the Commission, the Commission may dispose of any of the remaining equipment and material taken over under Section 108.07(a) or (c), without further legal process and in the manner that may be considered in the Commission's best interests. Any equipment or material not required for completion or recoupment of loss, or for legal charges against the contract, or any balance remaining from the disposition of material and equipment after deducting losses by the Commission, or any legal charges against the contract, will be turned over to the party legally or equitably entitled to them.

In the event the contract is completed by Commission forces, all proper costs and legal charges incurred by the Commission in connection with the contract will be deducted from money due or to become due to the Contractor. The Commission will credit the Contractor with the amount realized from the disposal of equipment or material.

If legal charges against the contract and the expense incurred by the Commission in connection with contract completion by any of the methods specified, less the credits herein provided for, exceed the sum which would have been payable under the contract for the completed work, the Contractor or the surety are liable to the Commission for the excess amount.

If such legal charges and expenses are less than the contract value of the completed work, the difference will be paid to the Contractor or such difference may be paid to the surety, in an amount not exceeding the total amount which has been paid by the surety on its obligations under the Performance Bond and the Payment Bond. In this event, the surety is required to furnish evidence satisfactory to the Commission that such payments have been made and that any balance remaining after payment to the surety will be paid to the Contractor.

(e) Termination Clause. The Commission may, by written notice, terminate the contract or any portion because of any of the following conditions:

- the Contractor is prevented from proceeding with the construction contract as a direct result of a President's Executive Order with respect to the occurrence of war or in the interest of national defense;
- the Commission or the Contractor is prevented from proceeding with the construction contract as a direct result of an Order of a Court of competent jurisdiction;
- funds necessary for the project completion become unavailable;
- for the Commission's convenience, the Commission has determined that such termination will be in the Commission's best interest; or
- all of the work of any controlling operation is delayed for more than 90 consecutive calendar days, for any cause beyond the responsibility of the Contractor. The Commission may enter into an Agreement with the Contractor or may terminate the contract by written notice to the Contractor. If an agreement is entered into, it will be executed by the Contractor and the Commission, approved by the Surety and the Chief Counsel, or their designees.

When the contract, or any portion is terminated before completion of all items of contract work, payment will be made for each unit of work fully completed at the contract unit price and payment for each partially completed unit of work will be as mutually agreed or at the percentage of the contract unit price that the cost of the partially completed unit is of a fully completed unit with a maximum allowable of 100%.

No claim for lost profits or damages of any kind will be allowed for the termination.

Acceptable material, obtained by the Contractor for the work, will be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated.

Termination of any portion of the contract does not relieve the Contractor of responsibilities for the completed work, nor will it relieve the surety of its obligation for any claim arising out of the performance of the work.

108.08 NONCOMPLIANCE BY THE CONTRACTOR — In addition to the elective measures the Commission may take for violation of the contract, as provided in Section 108.07, the Commission will also have the discretionary right to take any or all of the following actions if the Contractor fails, neglects, or refuses to comply with the requirements of Sections 105.03, 107.07, 107.10(d) or 109.03(d):

- The Commission may shut down the work until the requirements of the violated section are met. In this event, no remission will be made in contract time for the period for which the work is shut down.
- The Commission may withhold payment of estimates for work completed until the requirements of the violated section are met.
- The Commission may enter upon the project and perform all work necessary to meet the requirements of the section violated, then deduct the cost from money due or to become due to the Contractor or the surety. If the Contractor fails to comply with the requirements of Sections 107.07 and 107.10(d), the Commission will not proceed until 48 hours after written notice to the Contractor and the surety that the Commission will take such action.
- The Commission has the right to enter upon the project and repair or replace public or private property which has been damaged in violation of Section 107.07, to estimate the amount of such damage, and to deduct the amount from money due or to become due to the Contractor or the surety. When money is deducted as provided, the Commission will settle with the property owner and secure a written statement, releasing the Commission and the Contractor from further responsibility for such damage.

108.09 STRIKES OR LABOR DISPUTES — Time extensions will be considered appropriate in the event of a strike or labor dispute which causes, despite all reasonable efforts of the contractor to avoid it, a shutdown of the entire project or of one or more controlling operations, whether the strike or labor dispute involves a union bargaining with the Contractor, a subcontractor, the Commission, or third parties. In no event, however, will the Contractor be entitled to any delay costs for labor, material, equipment, or related expenses such as overhead or administrative costs, profit, etc., resulting from the strike or labor dispute, regardless of whether the strike or labor dispute involves a union bargaining with the Contractor, a subcontractor, the Commission, or third parties affecting a controlling operation.

However, reimbursement for additional costs to maintain required signs and devices for the maintenance and protection of traffic during the temporary suspension of work will be made in accordance with the provisions of Section 109, Payment.

SECTION 109 — PAYMENT

109.01 GENERAL — Payment for items of work performed under this contract will be made at the contract price per unit of measure, complete in place. Unless otherwise specified, the contract unit price will cover all costs for materials, labor, and equipment:

- specified, described, or identified in each section of the specifications (including the special provisions and plans);
- identified in each section of the specifications (including the special provisions and plans) as "as required" or "as directed"; or
- permitted or allowed under the specifications (including the special provisions and plans) and for which payment is not expressly provided.

In addition to the above, the contract price includes all other costs incurred in performing work on the project (e.g., home office overhead) and all profit. The contract price is accepted as payment in full for all risk, loss, damage, or expense of every kind arising out of the nature of the work or the performance thereof, subject to the provisions of Section 107.14.

Work specified as "incidental" in the specification for a contract item is to be considered as an additional obligation to the other work required for the item(s). This incidental work is not payable directly, but is to be considered included in the contract price for the item(s) of work specified.

Removal and replacement of defective work, as specified in Section 105.12, will not be paid by the Commission.

No payment will be made for work in excess of that indicated, shown, or specified, unless otherwise accepted in writing by the Commission.

Work, material, or labor specified for an item will not be measured or paid for again under any other indicated pay items.

109.02 DIFFERING SITE CONDITIONS, SUSPENSIONS OF WORK, AND SIGNIFICANT CHANGES IN THE CHARACTER OF WORK —

(a) General. If differing site conditions, changes in quantities, or alterations of the construction drawings will significantly increase or decrease the cost of performing the work directly affected, perform such work only when authorized in writing, as specified in Section 109.03(a). Payment for such work will be made under Section 109.03.

(b) Differing Site Conditions. During the progress of the work, if subsurface or latent physical conditions are encountered at the site, differing materially from those indicated or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work, are encountered at the site, the party discovering such conditions is responsible for promptly notifying the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Representative will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made as specified in Section 109.02(a). The Representative will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this section for any effects caused on unchanged work.

(c) Suspensions of Work Ordered by the Representative. If the performance of all or any portion of the work is suspended or delayed by the Representative in writing, in accordance with Section 107.10(c), for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, submit to the Representative, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. Set forth the reasons, and support for such adjustment, in the request.

Upon receipt, the Representative will evaluate the Contractor's request. If the Representative agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors, and not caused by weather, the Representative will make an adjustment, excluding profit, in accordance with Section 109.03 and Section 108.05, as applicable. The Representative will notify the Contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under Section 107.10(c).

(d) Required Changes in the Scope of Work. The Commission reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations will not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.

If alterations in the work or changes in quantities do not significantly change the character of the work to be performed under the contract, the work will be paid for at the original contract unit price.

If alterations in the work or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding loss of anticipated profits, will be made as specified in Section 109.03. The basis for the adjustment will be agreed upon before the performance of the work. If a basis cannot be agreed upon, the work will be paid for as extra work as specified in Section 109.03.

The term "significant change" applies only to the following circumstances:

- If the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or
- If an item of work is increased in excess of 125% or decreased below 75% of the original contract quantity. Any allowance for an increase in quantity applies only to that portion in excess of 125% of original contract item quantity or, in case of a decrease, below 75% to the actual amount of work performed.

When a contract item experiences a significant change in character as a result of a decrease to below 75% of the original contract quantity, the actual quantity of work performed may be paid at an adjusted price, as agreed upon with the Contractor and approved; however, total compensation will not exceed the contract item's original value. Item value is defined as the original contract quantity multiplied by the contract unit price.

(e) Adjustment of Lump Sum Items. The original contract price for any lump sum item will be adjusted only if differing site conditions, as specified in Section 109.02(b), or changes directed by the Representative will significantly increase or decrease the cost of performing the work. If the Representative determines that conditions materially differ and cause an increase or decrease in the cost or time for performance of the work, or if increases or decreases in quantities are required due to a change directed by the Representative, adjusted payment will be made as specified in Section 109.03.

109.03 ADDITIONAL WORK, EXTRA WORK, AND EXTRA WORK ON A FORCE ACCOUNT BASIS —

(a) General. Work as specified in Sections 104.02 and 104.03 will be paid, if authorized in writing by the Representative, as additional work, extra work, or extra work on a force account basis. Compensation

will be limited to the work authorized in writing and actually performed. Work performed before written authorization will be at the Contractor's risk.

A change order identifying the work to be done and the price to be paid therefore will be processed before or during the performance of the work. To avoid interrupting the project, written authorization to perform work under this section will be in the form of a letter or other writing from the Representative, or the Inspector-in-Charge, in writing to the Contractor when confirming an oral authorization of the Representative, issued within a reasonable length of time.

If the work is to be paid as additional work, the Representative's writing will refer to the contract price for that work.

If the work is to be paid as extra work and:

- is such that a reasonable price therefore can be negotiated, and
- is such that force account records, if necessary, can be kept by the Commission,

the Representative's writing will authorize commencement of work as extra work. Within 10 calendar days of such authorization, submit a price for the extra work with back-up data to the Representative. Pending approval of the price, force account records will be kept as stated below. If the price is accepted, the work will be paid only at the negotiated price, which will not be renegotiated once submitted for acceptance.

If the work is to be paid as extra work and:

- the Contractor and Representative cannot agree on a tentative price, therefore, and
- the work is such that force account records cannot be kept by the Commission,

the Representative's writing will contain a firm, binding price determined by the Representative to be fair and equitable for the work to be performed.

If the Representative and Contractor cannot agree on a tentative price for the extra work and if the work is such that force account records can be kept by the Commission, the Representative's writing will state that such work is to be paid on a force account basis. Force account records will be kept as stated below.

Payment for additional work, extra work, and extra work on a force account basis is accepted as payment in full for all profit and for all equipment, labor, material, field overhead, home office and general administrative expenses, and every other expense incurred as a result of the additional or extra work. No claims for additional compensation of any kind arising out of or relating to such work can be asserted against the Commission with the Board of Claims.

(b) Additional Work. This includes only the following:

- work of the type already provided by the contract and
- work for which there is a contract price.

Perform all such work only when authorized in writing by the Representative, as stated in Section 109.03(a).

All additional work will be paid at the contract price and in the same manner as if it had been included in the original contract.

(c) Extra Work. This includes only the following:

- work arising from changes described in Section 109.02 which result in a significant increase or decrease in the cost of performing that work, or
- work, having no quantity and/or price included in the contract, which is determined by the Representative to be necessary or desirable to complete the project.

Perform all such work only when authorized in writing by the Representative, as stated in Section 109.03(a). All extra work will be paid only as stated in Section 109.03(a).

(d) Force Account Work. Perform extra work on a force account basis only when directed in writing by the Representative, as stated in Section 109.03(a).

Upon receipt of written authorization to perform force account work, schedule a meeting with the Representative to discuss any concerns regarding the work itself, as well as expectations regarding reimbursement for the associated costs. Topics of discussion at this meeting should include, but are not limited to, the availability of needed materials or equipment; expectations regarding reimbursement for off-site labor, “show up” time, travel time, and/or paid non-working holidays; payment of standby time for owned equipment; the need to rent equipment; the need for consumables and whether they will be purchased or taken from stock; the need for Personal Protective Equipment (PPE); and the availability of needed subcontractors and the incurring of costs for overnight travel.

The Commission will keep records of extra work done on a force account basis. Compare force account records with those kept by the Commission, at the end of each day or as directed, to ensure accuracy and obtain concurrence. Report any unresolved disagreements with such records to the Representative. Failure to review the Commission’s records or to report disagreements with such records will create a presumption that the Commission’s records are complete and accurate.

Payment for extra work performed on a force account basis will be made, as specified herein, upon completion of the work and acceptance of the force account records received. Progress payments will be made only when an itemized estimated force account of cost is provided, in writing, within 10 working days after receipt of the Commission’s written authorization to perform the extra work on a force account basis.

1. Labor. Wages of forepersons; equipment operators; and skilled, semiskilled, and common laborers directly assigned to the specific operation or directly involved in the off-site handling, loading, and transportation of material, equipment, and/or purchased consumables needed specifically for the force account work will be reimbursed, as direct labor, at the actual wage rate and fringe benefit rate paid, for each hour that such employees are engaged in the performance of authorized work and, if directed, overtime as provided for in existing laws, regulations, collective bargaining agreements, or other employment contracts generally applicable to the classes of labor employed in the work. The workforce utilized and hours paid for off-site handling, loading, and transportation must be mutually agreed upon as being fair and reasonable given the nature and scope of the force account work. Certify the rates paid for all offsite workers using form CS-4347SFA.

Additionally, if a labor crew assigned to the force account operation arrives on the job site and is not permitted to perform work of any kind (i.e. contract work, Additional Work, or Extra Work) due to circumstances beyond its control, payment of “show up” time as provided for in an existing collective bargaining agreement or employment contract will be reimbursed as direct labor at the actual wage rate and fringe benefit rate paid. Reimbursement for the payment of reasonable travel time from a central meeting location to the site of the force account work and/or for non-working paid holidays may be made at the actual wage rate and fringe benefit rate paid if it is mutually agreed that such costs are unavoidable and being incurred for the convenience of the Commission. Additionally, with regard to reimbursement for non-working paid holidays, the Contractor must show that the payment is required by existing laws, regulations, collective bargaining agreements or other employment contracts, or being made in accordance with an established, written company policy, and that any prerequisite or post requisite work hours were earned completely in the performance of the force account work.

Finally, if a worker in a given labor classification is engaged in the performance of work not of the type typically performed by individuals in that classification, and there is an OSHA requirement for specific PPE to be used by individuals performing such work, the cost of the required PPE will be reimbursed as purchased consumables as specified in Section 109.03(d)5.a.

Indirect labor costs will be paid, without markup, as a percentage of the total base labor cost, as supported by certified payroll records and a fringe benefit letter. The total base labor cost will be the total amount paid directly to the force account workforce based on the actual wage rate paid each individual worker, which is to include that portion of the worker's fringe benefit rate also paid directly, if any. Any amount paid on behalf of the members of the force account workforce as tax exempt fringe benefits will not be included in the indirect labor cost computation. Tax exempt fringe benefits must be noted in the fringe benefit letter. Allowable indirect labor costs include the following:

- Social Security Tax at the percentage legally required;
- Medicare Tax at the percentage legally required;
- Unemployment Taxes at the estimated effective rate computed as specified below;
- Workers' Compensation Insurance at the rate computed as specified below; and
- Liability Insurance at the current, policy period rate used to account for the cost of applicable Liability Insurance provided as specified in Section 107.23. Update the liability rate annually prior to the start of each new policy period. The Liability Insurance rate is to be accompanied by a certification attesting to the fact that the rate being charged for Liability Insurance for force account work does not exceed the applicable, current policy period rate used when determining unit prices for bidding purposes during the policy period. Maintain appropriate records needed to verify the certification for audit purposes, including bid documents, records of all payments, rate computations, and policy statements, in accordance with the provisions of Section 111.

Contractors and subcontractors are to compute their company's estimated effective rate for unemployment taxes for the current calendar year by dividing total, company-wide, Pennsylvania and Federal Unemployment Tax payments for the prior calendar year by the total wages and salaries reported for applicable employees for the same period. The tax payment, wage, and salary amounts used to compute the estimated effective rate are to be consistent with the information reported on Pennsylvania Unemployment Compensation tax forms filed with the Department of Labor and Industry and on Federal Unemployment Tax returns filed with the Internal Revenue Service. Each employer reports its state and federal unemployment tax payments under a unique account or identification number representing the company and all employees for whom unemployment taxes must be paid. The gross wages and unemployment tax contribution reported on PA Form UC-2 under the employer's PA UC account number, along with the total payments to all employees and FUTA tax liability reported on Form 940 under the company's Employer Identification Number (EIN), are considered company-wide amounts representing all applicable employees for the purpose of computing the company's estimated effective rate for unemployment taxes. A company's estimated effective rate for unemployment taxes is to be updated after April 15 of each calendar year based on the prior calendar year's reported total wages and salaries and total tax payments.

Contractors and subcontractors are to compute their company's Workers' Compensation Insurance rate based on an average of applicable policy premium costs; amounts paid or credited for deductibles, loss claims, and retrospective adjustments; and actual payroll basis over the last five, consecutive, complete policy periods. The average of the policy premium amount established by the insurance carrier during its end-of-policy period, premium adjustment audit for each of the last five, consecutive, complete policy periods is to be added to the average of the total amount paid during the last five, consecutive, complete policy periods for deductibles and/or to settle loss claims, and the average of the total amount paid to or credited by an insurance carrier (current or prior) during the last five, consecutive, complete policy periods as retrospective adjustments to policies in effect during prior policy periods, dividing by the average of the

applicable Payroll Basis for the last five, consecutive, complete policy periods, and multiplying the result by 100. The term “policy periods” as used herein is defined as the period of time covered by the last five, consecutive Workers’ Compensation Insurance policies for which an end-of-policy period, premium adjustment audit was completed. When determining the policy premium amount for each year and its associated Payroll Basis, only the portion of each that is attributable to the company’s field or project-based workforce need be included. The portion of each that is attributable to the company’s clerical or sales workforce may be excluded. Additionally, any premium amount and associated Payroll Basis that is attributable to a company workforce employed in a state other than PA may be excluded. As support for the Worker’s Compensation Insurance rate being charged, provide a copy of the last five, consecutive, end-of-policy period Audit Adjustment statements prepared by the insurance carrier and ensure each statement indicates the Payroll Basis upon which the adjusted premium was based. Additionally, provide a schedule (i.e. spreadsheet) of applicable deductible and claim payments made during the last five, consecutive, complete policy periods and include, at a minimum, the amount, payment date, and invoice number for each payment. Finally, provide a schedule of applicable payments made and credits received during the last five, consecutive, complete policy periods as retrospective adjustments and include, at a minimum, the amount, the payment/credit date, and the policy period to which each adjustment is applicable. If a company involved in the performance of force account work has not been in business long enough to compute its Workers’ Compensation Insurance rate based on an average of five, consecutive, complete policy periods of cost data, compute the company’s Workers’ Compensation Insurance rate based on average cost data from all available, consecutive, complete policy periods.

Contractors will be required to submit their company’s estimated effective rate for unemployment taxes, along with required supporting documentation, at the start of the project and updated after April 15th of each calendar year for the duration of the contract. The rate will be effective for a one year period ending on April 15th of the subsequent calendar year. Additionally, Contractors will be required to submit their computed Workers’ Compensation Insurance and Liability Insurance rates, along with the applicable expiration date for each type of coverage, at the start of the project and updated at the start of each new insurance policy period. Supporting documentation demonstrating that the submitted Workers’ Compensation Insurance rate was computed as specified above will be required, as will the required Liability Insurance rate certification. Submission of estimated effective rates for unemployment taxes, along with required supporting documentation and computed Workers’ Compensation Insurance and Liability Insurance rates and supporting documentation will be required by any subcontractor performing force account work prior to the start of the force account work.

2. Material. An item or product purchased specifically for the force account work that becomes a permanent part of the completed work will be considered a material for reimbursement purposes. The cost of material used will be reimbursable, including applicable sales tax and transportation costs charged by the material supplier.

3. Equipment. Reasonable rental rates for equipment, including trucks and machinery, mutually considered necessary, will be allowed, computed as follows:

3.a Owned Equipment. The term “owned equipment”, as used herein, applies to equipment (including trucks and machinery) that the Contractor is required to provide for the proper execution of the original contract work, as specified in Section 108.04(c), whether such equipment is actually owned by the Contractor, is leased (rented), or has been obtained in some other manner.

For any owned equipment used in the performance of force account work, a rental rate will be determined using the applicable edition and volume of the Rental Rate Blue Book (Blue Book), published by Equipment Watch. The Blue Book edition in effect as of the first day work is performed on a specific force account is the edition that will remain applicable throughout the performance of such work. Outdated editions of the Blue Book will be voided by the Commission as of a specific date and no longer accepted thereafter.

An hourly rental rate for owned equipment will be computed by dividing the Blue Book monthly rate by 176. To this rate, the Blue Book area adjustment percentage for Pennsylvania and the age adjustment percentage for the model year of the piece of equipment will be applied. Blue Book city-level regional adjustment factors will not be used in computing an hourly rental rate for owned equipment.

An allowance will be made for operating costs by adding, to the above adjusted hourly rate, the Blue Book estimated operating cost per hour, for each hour that the owned equipment is actually in operation on the force account work.

If a piece of owned equipment is required at the work site on a standby basis, but is not operating, compensation, if any, will be at 50% of the adjusted hourly rate, exclusive of operating costs.

Payment for standby time will not be made on any day a piece of owned equipment is operated the entire work day. For a standard 8-hour work day, when equipment operates less than 8 hours, payment for standby time will be limited to the number of hours that, when added to the operating time for that day, equals 8 hours. For work days that exceed 8 hours, when equipment operates less than 10 hours, payment for standby time will be limited to the number of hours that, when added to the operating time for that day, equals 10. When force account work extends into one or more full weeks, in any 1-week period payment for standby time will be limited to the number of hours that, when added to the operating time for that week, equals 40 hours, regardless of the number of hours per day or days per week the Contractor works (i.e. overtime, multiple shifts, etc.). Payment for standby time will not be made on days the Contractor elects not to work or days not normally a work day. Standby time will not be paid if equipment is awaiting repair, while repairs are being made, or for maintenance or servicing of equipment. Standby time will not be paid for equipment not on the job site (i.e. while equipment is awaiting transport or being transported to the job site).

With the exception of owned equipment used for maintenance and protection of traffic, owned equipment used on a 24-hour basis will be reimbursed at a daily rental rate, which will be determined by dividing the Blue Book monthly rate by 22. Owned equipment used for maintenance and protection of traffic on a 24-hour basis will be reimbursed at the Blue Book daily rate. Applicable adjustment percentages from the Blue Book will be applied.

Where owned equipment utilized in the performance of force account work is not listed in the Blue Book, a rental rate will be determined based on the sale price for such equipment at the time of purchase, if the equipment is actually owned, or the applicable lease agreement. In these cases, for equipment that is actually owned, the monthly rate will be computed as 6% of the sale price, and the total hourly rate determined by dividing the monthly rate by 160, when the equipment is operating, and by 352, when the equipment is required at the work site on a standby basis but not operating, with no adjustment percentages applied. For equipment that is leased, an hourly rental rate will be determined by prorating the lease cost. Additionally, if not included in the lease cost, an allowance will be made for operating costs by adding, to the hourly rental rate, the Blue Book estimated operating cost per hour for an equivalent piece of equipment for each hour the equipment is actually in operation on the force account work. The equivalence of the piece of equipment in the Blue Book listing to the piece of equipment actually used must be mutually agreed upon.

With the exception of owned equipment used for maintenance and protection of traffic, owned equipment used on a 24-hour basis with no listing in the Blue Book will be reimbursed at a daily rental rate, which will be computed as 6% of the sale price for the equipment at the time of purchase divided by 22, with no adjustment percentages applied. Owned equipment used for maintenance and protection of traffic on a 24-hour basis with no listing in the Blue Book will be reimbursed at a daily rental rate, which will be computed as 15% of the sale price for the equipment at the time of purchase divided by 22, with no adjustment percentages applied. If, instead of being purchased, the equipment was actually fabricated by the owner, the "sale price" used to determine the daily rental rate will be the owner's total, documented, fabrication cost. If equipment used on a 24-hour basis with no listing in the Blue Book is leased, whether or not the equipment is used for maintenance and protection of traffic, the daily rental rate will be determined by prorating the lease cost.

The rates established above include the cost of fuel; oil; lubrication; supplies; necessary attachments; repairs; overhaul and maintenance of any kind; storage; all costs of moving equipment on to and away from the work site, except as specified below; and all incidentals.

If a piece of owned equipment, not already on or near the project site, is needed specifically for the force account work, the cost of moving the equipment on to and away from the work site will be reimbursed, provided the equipment will not be used immediately thereafter in the performance of original contract work.

The Commission will not approve any Contractor requests for reimbursement of owned equipment costs incurred in the performance of force account work in excess of those outlined above unless such costs were mutually agreed upon, in writing, based on an acceptable cost breakdown prepared by the Contractor.

3.b Rented Equipment. If a piece of equipment needed for the force account work is not of the type required to be provided by the Contractor for the proper execution of the original contract work, or if the piece of equipment needed is “owned” but not currently available, and the equipment can be obtained by rental, discuss the need to rent the equipment with the Representative and obtain approval of the rental source and the rate to be paid before renting the equipment for the force account work. The Commission will not provide reimbursement for equipment rented without the prior knowledge and approval of the Representative.

The Contractor will be reimbursed the actual invoiced cost for rented equipment, plus the cost of transporting the equipment to and from the work site, provided transportation is not included in the rental cost and the rented equipment will not be used immediately thereafter in the performance of original contract work. An allowance will be made for operating costs by adding, to the rental cost, the Blue Book estimated operating cost per hour, for each hour the rented equipment is actually in operation on the force account work. If the rented equipment has no listing in the Blue Book, the Blue Book estimated operating cost per hour for an equivalent piece of equipment will be allowed, as mutually agreed upon.

Transportation charges for each piece of rented equipment, to and from the site of the force account work, will be paid provided:

- Return charges do not exceed the delivery charges,
- Haul rates do not exceed the established rates of licensed haulers, and
- Charges are restricted to those units of equipment not readily available and not on or near the project.

Equipment that is rented or leased from an entity that is a division, affiliate, or subsidiary of, or that is in any other way related to, the Contractor or its parent company will be considered owned equipment for reimbursement purposes and subject to the provisions of Section 109.03(d)3.a.

4. Services by Others. Specialized construction analyses, engineering services, and work not considered subcontract work will be considered services by others for reimbursement purposes. Additionally, when required exclusively for the force account work, as directed, the securing of permits, bonds, and specialized insurance coverage, of a type not already required by the contract, will be considered a service by others. The Contractor will be reimbursed the actual invoiced cost of each service by others; including allowable permit fees, bond premiums, and insurance premiums; plus 5% to cover administration and all other costs. The markup on service by others costs will be limited to 5% only, regardless of whether the service was arranged by the Contractor or a subcontractor performing any or all of the force account work. The overhead and profit allowances specified in Section 109.03(d)7 are not applicable to service by others costs.

5. Consumables. An item needed specifically for the force account work that does not become a permanent part of the completed work, the useful life of which is either fully or partially expended in the performance of the work, will be considered a consumable for reimbursement purposes. Reimbursement for consumable items will be determined as follows:

5.a Purchased Consumables. If a consumable item needed for the force account work is purchased (new), as evidenced by a supporting invoice, and the item's useful life is completely expended in the performance of the work, as mutually agreed upon by the Representative and the Contractor, the full cost of the item will be reimbursed, including applicable sales tax and transportation costs. Otherwise, that portion of the item's useful life expended in the performance of the force account work will be determined, as mutually agreed upon by the Representative and the Contractor, and reimbursement made at a prorated cost. In such cases, the purchase price of the item plus applicable sales tax will be prorated, with applicable transportation costs being reimbursed in full.

5.b Consumables Taken From Stock. If one or more of the items shown in Table A is needed for the force account work and is not purchased (new) but rather obtained from the Contractor's existing inventory of used consumables, the item will be considered as being taken from stock. Given the fact that the usage history of these items cannot always be accurately assessed by the Commission, reimbursement will be made based on the percentage of value and payment frequency specified in Table A. When utilizing Table A to compute reimbursement for a consumable taken from stock, item value will be established based on a supporting invoice. The supporting invoice must show the purchase of the item (new or used), from a vendor regularly engaged in the sale of such items. Reimbursement based on the percentage of value in Table A includes the cost of off-site handling and loading the consumable (e.g. at the Contractor's yard). Applicable transportation costs to the project site (i.e. labor and equipment costs) will be reimbursed separately. All consumables taken from stock remain the Contractor's property upon completion of the force account work. No additional payment will be made for a consumable taken from stock if the Contractor elects to leave the item in place for its own convenience. No payment will be made for a consumable taken from stock if the Contractor is unable to furnish a supporting invoice meeting the above requirements.

TABLE A

Consumable Item	Unit of Measure	% of Value Reimbursed	Payment Frequency
Structural Steel – Plate	LB	1%	Monthly*
Metal Bridge Overhang Brackets	Each	1%	Monthly*
Temporary Concrete Barrier	LF	1%	Monthly*
Steel Sheet Piling	LB	1%	Monthly*
Structural Steel – Falsework	LB	1%	Monthly*
Wood – Structural Timber	Board Foot	33%	One Time
Wood – Dimensional Lumber	Board Foot		
Plywood	Sheet		
Concrete Forms – Metal	SF	1%	Monthly*
Concrete Forms – Laminated			
Concrete Curing Blankets	Each	25%	One Time

*For each 1-month period or portion thereof.

6. Subcontracting. If any or all of the force account work is to be performed by a subcontractor, the work must be considered subcontract work and the Contractor's need to subcontract the work must be approved. Payment for work performed by a subcontractor will be determined based on a complete statement of applicable material, labor, and equipment costs, computed as specified herein, plus applicable markups for overhead and profit.

If a subcontractor's workforce must be in overnight travel status while performing force account work, any costs incurred for hotel rooms, per diem, subsistence, travel allowance, or any other similar

expense may be reimbursed, provided it is mutually agreed that such costs are unavoidable and being incurred for the convenience of the Commission. Overnight travel costs, when agreed to, will be reimbursed as service by others, as specified in Section 109.03(d)4.

7. Overhead and Profit. Except for work considered to be service by others, as specified in Section 109.03(d)4, to cover all administration, general and project superintendence, other overhead, bonds, insurance, anticipated profit, and use of small tools and equipment for which no rental is allowed (i.e. tools and/or equipment having a sale price at the time of purchase of \$1,000 or less), 15% will be added to the total material cost, 30% will be added to the total direct labor cost, and 5% will be added to the total cost of equipment rented as specified in Section 109.03(d)3.b, and the total cost of consumables provided as specified in Section 109.03(d)5. If applicable, in addition to the above markups, 5% will be added to the total cost of any force account work performed as approved subcontract work as specified in Section 109.03(d)6.

8. Statements. Upon completion of force account work, prepare an itemized statement of the cost of the work, in the form of a properly completed Actual Force Account record, detailed as follows:

- Name, classification, work dates, daily hours, total hours, base pay rate, fringe benefit rate, total pay rate and extension for each foreperson; equipment operator; and skilled, semi-skilled, and common laborer;
- Description (year, make, model, axel configuration, capacity, horsepower, etc.), Blue Book edition reference and copies of applicable pages, use dates, daily hours, total hours, rental rates (operating and standby) and extension for each piece of owned equipment and/or description, rental cost, transportation cost (if separate), and extension for each piece of rented equipment;
- Description, quantity, unit of measure, unit price, and extension for all materials, applicable sales tax, and transportation costs charged by the material supplier;
- Name, description, quantity, unit price, and extension for all consumables;
- Name, description, and amount for all services by others; and
- Rates paid for liability insurance, workers' compensation insurance, and unemployment taxes.

Statements of labor costs are to be supported by certified payroll records. If certified payroll records do not indicate the fringe benefit rate being paid, furnish a notarized statement, on company letterhead paper, listing the total fringe benefit rate for each applicable labor classification, showing how the total rate is proportioned and distributed, and identifying the portion of the rate, if any, that is being paid directly to individual workers, which would be subject to payroll taxes and therefore considered part of the base labor cost. If a salaried working foreman is involved in the force account work and the Contractor elects not to include that individual on certified payroll records, furnish an affidavit certifying that the individual's combined salary and benefit package is equivalent to or exceeds the wage and fringe benefit rates being charged.

Statements of material costs (including sales tax and transportation costs), rented equipment costs, consumables costs, and service by others costs are to be supported and accompanied by invoices, receipts, or canceled checks.

If materials used in the force account work are not specifically purchased for the work but are taken from the Contractor's stock or provided by entities that are divisions, affiliates, subsidiaries or in any other way related to the Contractor or its parent company, and a supporting invoice, receipt, or canceled check cannot be

provided, furnish an affidavit certifying that the materials were obtained as described above, that the quantity claimed was actually used, and that the price and transportation costs claimed were actually incurred.

If the Contractor fails to furnish the required itemized statement of the cost of force account work, detailed as specified, within 30 calendar days after completion of the force account work, final payment for the work will be made based on the daily force account records kept by the Commission. In such cases, since the Commission will be unable to verify the prices paid for materials, rented equipment, consumables, and services by others due to the Contractor's failure to provide supporting invoices, receipts, or canceled checks, the total cost of unsupported material, rented equipment, consumables, and/or services by others will be fully discounted and not included in the final payment amount.

When the required itemized statement of the cost of the force account work, detailed as specified, is furnished within 30 calendar days after completion of the force account work, the Commission will review the submission and notify the Contractor, in writing, within 14 calendar days, regarding all corrections that must be made and all outstanding support documentation that must be provided. Make all necessary corrections, obtain all missing support documentation, and resubmit the itemized statement within 14 calendar days of the date of the Commission's written notification. If the Contractor fails to furnish a properly completed and fully supported statement of the cost of force account work within the 14-calendar day period, final payment for the work will be made based on the Contractor's original submission with any required corrections of mathematical errors and the daily force account records kept by the Commission. In such cases, the total cost of any material, rented equipment, consumables, and/or services by others for which a supporting invoice, receipt, or canceled check has not been furnished will be fully discounted and not included in the final payment amount.

Extension(s) of either of the above 14-calendar day periods will be made only by mutual written consent of the parties to the contract provided such written consent is given before the expiration of the applicable 14-day period.

If the amount already paid to the Contractor via progress payments exceeds the final payment amount computed after discounting unsupported material, rented equipment, consumables, and/or service by others costs, the overpayment amount will be recouped through the processing of a negative payment to the appropriate item of work.

The Contractor's failure to submit all required supporting invoices, receipts, or canceled checks, releases and forever discharges the Commission from any claims relating to the act of discounting the cost of unsupported material, rented equipment, consumables, and/or services by others before making final payment for force account work.

109.04 CURRENT ESTIMATE PAYMENTS — No later than 30 calendar days after acceptance of the current estimate, the Commission will make partial payment to the Contractor for work performed during the specified estimate period.

The Commission will retain 5% of the amount due the Contractor for the duration of the contract. All monies retained by the Commission may be withheld from the Contractor until release of final payment.

Unless otherwise noted, the Commission will prepare the final estimates for partial payment and submit them to the Contractor for verification and certification of the performed during the preceding 30 days.

Within 7 calendar days of the receipt of current estimate and final payments from the Commission, pay all subcontractors their earned share of the payments, including any and all retainage, provided the terms and conditions of the applicable subcontract or purchase agreement have been reasonably met.

109.05 FINAL INSPECTION, ACCEPTANCE, AND FINAL PAYMENT

(a) Final Inspection. When the project is substantially complete, make arrangements for a mutual final inspection. Substantial completion is the date when at least 90% of the contract work has been completed and the project can be used, occupied, or operated for its intended use.

At the time of final inspection, the Representative, along with the Contractor, will establish the following:

- The date of final inspection;
- The list of all physical work items, by stations and in detail, requiring completion and/or correction; and
- A list of all certificates or documents requiring submission, completion, and/or correction.

As established during the final inspection, perform work as necessary for required correction or completion of all physical work items, and complete, correct, and submit all outstanding certificates and documents.

The Contractor will be relieved of responsibility for further physical work and maintenance only for work items which are satisfactorily completed at the time of, or subsequent to, the final inspection. The Contractor's responsibility for further physical work, maintenance, and third-party liability remains for work items, which are not satisfactorily completed at the time of, or subsequent to, the final inspection. When all physical work has been satisfactorily completed according to the requirements of the contract, the Representative will establish the Date of Physical Work Completion.

Upon receipt and verification, the Representative will establish the date that all required certificates and/or documents are satisfactorily furnished.

When all physical work has been satisfactorily completed and all contractually required certificates and documents have been properly furnished, the date of project acceptance will be established.

If any substantial project section has been completed in advance of the whole, a final inspection will be made of that section and the Contractor will be relieved of responsibility for further physical work and maintenance on the section of the project as specified in Section 108.03(b). The final inspection will be conducted as specified for the entire project; except, the date of project acceptance will not be established nor will an acceptance certificate be issued.

(b) Project Acceptance. Upon completion of all work and following the final inspection by the Representative, the Representative will certify that the project is accepted.

(c) Final Payment Computations. The Representative will compute the entire amount of each contract work item performed and its contract value. The Representative will notify the Contractor of the amount for each item, including additions to and deductions from the contract quantity for each item of work, all other legal and equitable additions and deductions to be made, amounts previously paid, and the net amount of the final payment computations. The Representative will request written acceptance of, or exception to, these final payment computations within 10 days of the notification.

109.06 RELEASE OF FINAL PAYMENTS – The Commission may withhold the final payment pending the receipt of release by surety.

Foreign corporations and their sureties will not be discharged from liability on the bond, nor the bond surrendered, until the corporation files the following with the Commission:

- a certificate, from the Department of Revenue, proving the payment in full of all bonus taxes, penalties, and interest; and
- a certificate, from the Bureau of Employment and Unemployment Compensation of the Department of Labor and Industry, as required by the Act of June 10, 1947, P.L. 493 (8 P.S.23).

SECTION 110 — DELAY CLAIMS

110.01 COMPENSABLE DELAYS — The Commission is responsible for delay damages arising only from delays created by its negligent acts or omissions and from Utility Infrastructure and Utility Adjustment delays as specified in Section 105.06. Unless otherwise specified, assume the risk of damages from all other causes of delay.

110.02 GENERAL CONDITIONS CONCERNING DELAY CLAIMS — Because of the nature and extent of damages arising out of work that has been delayed; of the need for the Commission to be made aware of potential delay claims promptly after the cause or causes of delay have arisen so that record-keeping can begin; and of the parties' intent to have all such claims as fully documented as possible, strict adherence to the provisions of this section is an essential condition precedent to filing a delay claim with the Board of Claims. The following items of damage cannot be included in any delay claim against the Commission:

- profit;
- loss of profit;
- labor inefficiencies;
- home office overhead, including but not limited to costs of any kind for home office personnel; and
- consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency.

110.03 NOTIFICATION OF DELAY CLAIM — Notwithstanding the provisions of Section 105.01, within 10 calendar days of any negligent act or omission of the Commission or of any Utility Infrastructure or Utility Adjustment delay as specified in Section 105.06, notify the Inspector-in-Charge that operations have been or will be delayed and that a claim for delay damages either is going to or might be filed with the Board of Claims. Confirm such notification in writing to the Representative within 10 days of such notification to the Inspector-in-Charge.

110.04 PROCEDURES — Upon notifying the Inspector-in-Charge as provided above, keep records, on a daily basis of all labor, material, equipment and site overhead expenses for all operations that are affected by the delay. Identify in such daily records each operation and the station or stations thereof affected by the delay. The Commission's forces will also keep daily records of all labor, equipment, material, and site overhead expenses for all operations affected by the delay. On each Monday, compare the previous week's daily records with those kept by the Commission and review for accuracy. Report to the Representative within 10 calendar days of each such review all disagreements with such records. Refusal or failure to meet to review the Commission's records or to report disagreements with such records will create an irrebuttable presumption in favor of the Commission that its records are accurate. Make no claim for delay costs of any kind allegedly incurred, before notifying the Inspector-in-Charge that operations have been delayed.

On a weekly basis, prepare and submit to the Inspector-in-Charge written reports containing the following information:

- (a) The number of days behind schedule.
- (b) An identification of all operations that have been delayed, or are to be delayed.
- (c) An explanation of how the Commission's negligent act or omission or the Utility Infrastructure or Utility Adjustment as specified in Section 105.06 delayed each operation and an estimation of how much time is required to complete the project.
- (d) An itemization of all extra costs being incurred, including:
 - An explanation as to how those extra costs, including site overhead costs, relate to the delay and how they are being calculated and measured;
 - An identification of all project employees for whom costs are being compiled; and

- An identification of the manufacturer's numbers of all items of equipment for which costs are being compiled.

Upon completion of the project, submit to the Inspector-in-Charge and the Representative copies of a report containing the following information:

- An itemization and explanation of the measurement and basis of all extra costs being sought, including all reports certified by an accountant;
- A description of the operations that were delayed, including all reports by scheduling experts or other consultants, if any; and
- An as-built chart, CPM scheme or other diagram depicting in graphic form how the operations were adversely affected; and
- For delays related to Utility Infrastructure and Utility Adjustments, an explanation of why the delay was unforeseen based on the contract documents and a careful pre-bid examination of the project site, or of any waste or borrow sites designated in the proposal.

The Representative will review the submission and any reports prepared by the Inspector-in-Charge. If, in the opinion of the Representative, the Commission is not responsible for any delay, a written decision will be issued. Comply with the provisions specified in Section 105.01 if the Representative's decision is disputed.

If the Representative determines that the Commission delayed operations, a review of the damages claimed will be made and a written decision will be issued. Comply with the provisions specified in Section 105.01 if the Representative's decision is disputed.

Only expenses for extra labor, material, equipment, and site overhead will be considered by the Commission in the event the Representative determines that operations were delayed by the Commission. Ten percent will be added to these costs to cover allocable home office overhead. Likewise, in the event a delay claim is filed with the Board of Claims, only the foregoing expenses may be claimed.

If computing additional equipment expenses (i.e. ownership expenses) arising as a direct result of a delay caused by the Commission, do not use, in any way, the Rental Rate Blue Book for construction equipment or any other rental rate book. Use actual records kept in the usual course of business, and compute increased ownership expenses pursuant to generally accepted accounting principles.

SECTION 111 - PROJECT RECORDS

111.01 SCOPE - This section pertains to all project records that were used to prepare and compute the bid; to prepare all schedules used on the project; to record the progress of work on the project; and to record, compute and/or analyze all costs incurred on the project, including those used in the preparation or presentation of claims to the Commission or the Board of Claims.

111.02 DEFINITION - Charts, graphs, cross-sections, plans, photographs, schedules, reports, accounting statements, accounting ledgers, balance sheets, bid sheets, take-off sheets, cost estimates, cost records, payroll records, financial documents, notes, memoranda, correspondence and all other records, whether typewritten, handwritten, computerized, microfilmed, photographed, or recorded, that were prepared by or received by the Contractor.

111.03 RETENTION PERIOD - Retain the aforementioned project records for a period of 3 years from the date of receipt of final payment with the following exception:

- If any litigation, claim, or audit is started before the expiration of the 3-year period, retain the records until all litigations, claims, or audit findings involving the records have been resolved.

111.04 INSPECTION - Upon written notice by the Representative or an authorized agent acting on behalf of the Commission, make available all requested project records for inspection and copying by Commission personnel or those authorized to act on its behalf. Make such records available at a reasonable time and place.

Refusal or repeated failure to present requested project records for inspection or copying may be considered grounds for declaring the Contractor in default and may be considered against qualification for work on future projects.

Exempt from this section are all project records, which under the Pennsylvania Rules of Civil Procedure, are deemed confidential and, therefore, exempt from discovery.

111.05 RELEASE OF ELECTRONIC VERSION OF PROJECT PLAN FILES--After executing the Contract the Commission may, if requested in writing, provide the existing available electronic version of the project plan files (the Commission's Intellectual Property) to the Contractor subject to the terms and conditions of this specification.

The Commission's Project Manager will determine the content of the electronic files to be released.

The Commission does not warrant or guarantee the information and data in the electronic version of the project plan files as a substitute for the sound engineering judgment of the Contractor.

Do not assume any proprietary rights to or interest in the Commission's Intellectual Property. Hold, maintain, and protect the Commission's Intellectual Property in the strictest confidence. Do not transfer any translated or converted form of the information or data in any manner without written permission of the Commission.

Do not copy, distribute, sell, rent, sub-license, or lease the Commission's Intellectual Property to any third parties or use the files or any translated or converted form of the files to produce, market, or support Contractor owned products. The provisions set forth in this paragraph are not intended to supplant a Contractor's right to allow access to its sub-contractors.

After payment of the final invoice for work and services provided by the Contractor as part of the Contract, one electronic copy of the information and data contained in the Commission's Intellectual Property or any translated or converted form of its Intellectual Property may be retained for archival purposes only. However, all rights in the Intellectual Property including documents, sketches, drawings, designs, papers, reports, computer programs, data, computer documentation, and other tangible materials authored, prepared and transmitted by the Commission constitute and remain the Intellectual Property of the Commission.

The electronic version of the project plan files are provided by the Commission, "AS IS," without any covenant, representation or warranty of any kind or nature whatsoever, express or implied. Indemnify and hold harmless the Commission, its officials and employees for any injury to the person or property of third parties arising out of the use of or any defect in the Commission's Intellectual Property or any translated or converted form of these files or any accompanying documentation. All copies of the Commission's Intellectual Property remain the property of the Commission, and any rights involving the copyright law, patent law, trademark law, and trade secret law remain with the Commission. All goodwill remains with the Commission.

SECTION 112 - CONTRACTOR INTEGRITY PROVISIONS

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

I. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **“Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **“Consent”** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.
- c. **“Contractor”** means the individual or entity, that has entered into this contract with the Commission, and **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor.
- d. **“Financial Interest”** means either:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. **“Gratuity”** means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See Commission Policy 3.10, Code of Conduct.
- f. **“Non-bid Basis”** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- 1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.
- 2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- 3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.

4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
 - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. had any business license or professional license suspended or revoked;
 - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with

the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.
10. For violation of any of these Contractor Integrity Provisions, the Commission may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.

ATTACHMENT 1

PENNSYLVANIA BLACK WEEKLY NEWSPAPERS

The New Pittsburgh Courier

315 East Carson Street
Pittsburgh, PA 15219
Rod Doss, Editor, Publisher
(412) 481-8302

The Philadelphia Tribune

520 South 16th Street
Philadelphia, PA 19146
Irv Randolph, Managing Editor
(215) 893-4050

PENNSYLVANIA HISPANIC NEWSPAPERS

Al-Dia

1835 Market Street
4th Floor
Philadelphia, PA 19103
Sabrina Vourvoulias, Managing Editor
Email: sabrinav@aldianews.com
(215) 569-4666

PENNSYLVANIA BLACK RADIO STATIONS

105.3 WDAS FM

Clear Channel Radio
111 Presidential Blvd – Suite 100
Bala Cynwyd, PA 19004
Loraine Ballard-Morrill, News and Public Affairs Director
Email: loraine@power99.com
(610) 784-3333

WPPZ, WPHI, WTLC (3 Stations)

Radio One Philadelphia
Two Bala Plaza – Suite 700
Bala Cynwyd, PA 19004
Amir Khan, Director of Marketing
Email: akhan@radio-one.com
(610) 538-1101

WAMO 100.1 FM

21 Yost Blvd – Suite 505
Pittsburgh, PA 15221
Mr. Ron Davenport, Jr., General Manager
(412) 829-0100

PENNSYLVANIA HISPANIC RADIO STATIONS

WLCH Radio Centro 91.3 Lancaster/ 100.3 York

453 South Lime Street, Suite D
Lancaster, PA 17602
Claudia Galdamez, Director of SACA Broadcasting
CGaldamez@sacapa.org
(717) 295-7996

WHAT – 1340 AM El Zol

1341 N. Delaware Ave., Suite 408
Philadelphia, PA 19125
Laura Trujillo, Chief Operating Officer
(484) 562-0510

WHOL 99.5 FM Allentown and 1400/1600 AM La Ola Radio

1125 Colorado Street
Allentown, PA 18103
Matthew J. Braccili
Owner / Presidente
matthew@laolaradio.com
(610) 434-4801

PENNSYLVANIA COMMUNITY – BASED ORGANIZATIONS

Pittsburgh NAACP

2203 Wylie Ave.
Pittsburgh, PA 15219
Constance Parker – President
(412) 471-1024

Philadelphia NAACP

1619 W. Cecil B. Moore Ave.
Philadelphia, PA 19121
Mr. Anthony Jackson, Attorney
(215) 978-7500

Urban League of Pittsburgh

1 Smithfield Street – Third Floor
Pittsburgh, PA 15222
Ms. Ester L. Bush – President and CEO
(412) 227-4802

Urban League of Philadelphia

121 S Broad Street - 9th Floor
Philadelphia, PA 19107
Terry Pittman, Youth Program Manager
Email: tpittman@urbanleaguephila.org
(215) 985-3220

CHAMBERS OF COMMERCE

African American Chamber of Commerce in Western Pennsylvania

Doris Carson Williams – President and CEO
Koppers Building
436 Seventh Ave. – Suite 2220
Pittsburgh, PA 15219
Email: information@aaccwp.com
(412) 392-0610

Pittsburgh Metropolitan Area Hispanic Chamber of Commerce

Ron Alvarado – President and Founder
6 Loop Street – Suite 4
Pittsburgh, PA 15215-3248 U.S.A.
Email: chamber@pmahcc.org
(412) 784-1355

Philadelphia Hispanic Chamber of Commerce

Rob Wonderling – President and CEO
200 S. Broad Street – Suite 700
Philadelphia, PA 19102
Email: gphcc@greaterphilachamber.com
(215) 790-3737

THIRD-PARTY CERTIFYING ORGANIZATIONS

Women's Business Enterprise Council-PA-DE-NJ

1315 Walnut Street, Suite 1116
Philadelphia, PA 19107-4711
Geri Swift
President
gswift@wbecouncil.org
www.wbecouncil.org
tel: (877) 790-9232
fax: (215) 790-9231

Eastern Minority Supplier

Development Council of PA-NJ-DE

The Bourse Building
111 S. Independence Mall East, Suite 630
Philadelphia, PA 19106
Mr. Alexander Nichols
Interim President
nichols@e-msdc.org
(215) 569-1005

Systems of Awards Management database:

<https://www.sam.gov/portal/public/SAM/#1>
Federal Service Desk
Contact: SAM Customer Service
URL: www.fsd.gov
US Calls: 866-606-8220

U.S. Department of Veteran Affairs

1500 North Second Street - Suite 2
Harrisburg, PA 17102
<http://www.vetbiz.gov/>
Phone: 717-782-3954 Or 877-927-8387
Fax: 717-782-3791

Small Business Administration

Region III Office Delaware, Maryland, Pennsylvania,
Virginia, Washington, DC, and West Virginia
1150 First Avenue Suite 1001
King of Prussia, PA 19406
www.sba.gov
(610) 382-3092

US Small Business Administration

409 3rd Street, SW
Washington, DC 20416
tel: 1-800-827-5722
<http://www.sbaonline.sba.gov/>

Women Business Enterprise National Council

1120 Connecticut Ave. NW, Suite 1000
Washington, DC 20036-3951
tel: (202) 595-2628
<http://www.wbenc.com/>

U.S. Department of Veterans Affairs

810 Vermont Avenue, NW
Washington DC 20420
(202) 461-4300
(800) 949-8387
<http://www.va.gov/osdbu/>

National Minority Supplier Development Council

1359 Broadway, Tenth Floor
New York, New York 10018
tel: (212) 944-2430
<http://www.nmsdc.org/>

PA Unified Certification website

www.paucp.com

OTHER REFERRAL SOURCES

Contact PennDot's Supportive Services Center at Cheyney University: <http://penndbe.com/>
(provides online training, technical assistance and technical support to Pennsylvania's Disadvantage Business Enterprises seeking greater expertise in securing Federal Highway Administration-aided contacts and subcontracts.)
Email: PENNDBE@CHEYNEY.EDU

Contact PA Department of Transportation, Bureau of Equal Opportunity to obtain their *January 2007 Statewide Minority and Women Resource Guide*. Contact Dustin Hobaugh, Chief, DBE/Title VI Division, at (717) 787-5891 or 1-800-468-4201. <http://www.dot.state.pa.us/> Go to Bureau of Equal Opportunity and look for link to Statewide M/W Resource Directory.

COMMONWEALTH OF PENNSYLVANIA OFFICE OF ADMINISTRATION

Education, Training, and Development / Employment Opportunities:
<http://www.oa.state.pa.us>

PA DEPARTMENT OF LABOR AND INDUSTRY**BUREAU OF WORKFORCE DEVELOPMENT PARTNERSHIP**

PENNSYLVANIA CAREERLINK: One-stop On-Line Resource for job Seeker Services, Employer Services, Social Services, Resources and Training:
<http://www.pacareerlink.state.pa.us>

Central Regional Office – Lycoming County

208 West 3rd Street - Suite 303
Williamsport, PA 17701
brujones@pa.gov
(570) 601-5465
County)

Western Regional Office – Pittsburgh

300 Liberty Street – Room 1307
Pittsburgh, PA 15222
Eric.pferdekamper@rescare.com
(412) 552-7100 (Pittsburgh/Allegheny

Eastern Regional Office – Philadelphia

990 Spring Garden Street
Philadelphia, PA 19123
niwoods@pa.gov
(215) 560-5465 (North)

Pa Career Link Goodwill

Industries of Pittsburgh
Pittsburgh, PA
Email: Michael.mcclain@goodwillswpa.org
(412) 632-1711

**MWELA – Minority & Women Educational
Labor Agency**

3445 Butler Street
Pittsburgh, PA 15201
Phone: 412-697-2655
Fax: 412-697-2656

Construction Consultant Services, Inc.

Sainte Clare Plaza – Suite 1200A
1121 Boyce Road
Pittsburgh, PA 15241
(724) 942-1379