
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
ADMINISTRATION BUILDING
110 WOOD & GROVE STREETS
MORRISVILLE, PA19067

ADDENDUM NO. 1

This **Addendum No. 1**, dated January 24, 2018, gives additional information in connection with **Contract No. T-707A, Capital Project 1644A, Commission Administration Building at Scudder Falls and Adaptive Reuse of the 1799 Building**, and is hereby made a part of the Contract. This Addendum is to be signed by the Contractor below and this **Page AD1-1** is to be attached to the bid proposal.

This Addendum including pages **AD1-1** through **AD1-10** is hereby accepted and agreed that it shall become part of **Contract No. T-707A, Capital Project 1644A** Documents.

(DATE)

(CONTRACTOR'S NAME)

(SEAL)

BY: _____

ATTEST: _____

A. CONTRACTOR QUESTIONS AND RESPONSES:

Response to Inquiries Submitted as of January 24, 2018.

Item 01: Inquiry: Is this project subject to a Project Labor Agreement?

Response: No.

Item 02: Inquiry: Does the Subcontractors List need to be submitted with the bid?

Response: Refer to Instructions to Bidders, Section 10, paragraph 10.2. This section notes that the List of Subcontractors should be included as part of the package for submitting bids. Further, the Subcontractors List form states, "This information must be furnished by each Bidder". As noted on Subcontractors List form, the list should include major subcontractors to be used on this Contract. The list of subcontractors may be revised after the submission of bids with the approval of the Commission as outlined in the contract specifications.

Item 03: Inquiry: Are bidders limited to naming only those subcontractors prequalified by State of New Jersey's DPM&C on the Subcontractors List on page 0400-2?

Response: No. The Certificate of Eligibility form states that, " Evidence must be submitted herein that the Contractor is duly authorized to do business in the Commonwealth of Pennsylvania and/or the State of New Jersey." Documents showing proof of eligibility shall be attached to each contractor's form.

Item 04: Inquiry: Many of the Division 00 sections begin with Page 2. Please confirm that these sections have been misnumbered and that no pages are missing from the project manual.

Response: The pages are misnumbered. There are no missing pages. Division 00 is reissued as part of this Addendum #1.

Item 05: Inquiry: Is the Project a multi-prime contract, or is it GC prime only?

Response: The Project is a Single Prime Contract.

Item 06: Inquiry: Per the "Notice to Contractors" Contract No. T-707A and Project Manual Vol. 2 for Capital Project 1644A. I would like to formally request alternate manufacturers/suppliers be allowed to provide a proposal for the project's data infrastructure system.

Response: The Commission is currently under agreement with Schneider Electric to implement a Schneider Electric BMS Commission-wide as noted under Section 23 09 00, Section 1.2 paragraphs A and B, and further described in

Section 1.9. To be consistent with the Commission's system, the BMS for the proposed Administration Building at Scudder Falls shall also be a system provided by Schneider Electric.

Item 07: **Inquiry:** The Notice to Contractors includes the following:
"Beginning Wednesday January 10, 2018 the Contract Documents may be examined at the Commission's Offices in Morrisville, PA. Copies may be obtained with a money order or company check in the amount of \$25.00 payable to 'Delaware River Joint Toll Bridge Commission', which is not refundable. The Prime Contractor must self-perform a minimum of 25% of the contract dollar value set forth in the bid."

Administrations, agencies, authorities and commissions have differing methods of calculating this. Please define how this percentage of self-perform work will be calculated

Response: The self-performed minimum 25% of the contract dollar value will be calculated based on the prime contractor's dollar amount included in the application for payments divided by the total bid amount, times 100 to convert the value to a percentage.

Item 08: **Inquiry:** There is a spec for the room signage but aside from a monumental sign and a building plaque, there are not any details for the interior room signage. Please provide details, and locations or quantities?

Response: This item will be addressed in the next Addendum.

Item 9: **Inquiry:** Is there a specific "Bid Bond Form" that we are suppose to use?

Response: Refer to Instructions to Bidders, Section 5 Bid Security. Paragraph 5.1 states, Bid Security shall be made payable to Delaware River Joint Toll Bridge Commission, in an amount of 10% percent of the BIDDER's Total Bid Amount, in the form of a certified check, or a Bid Bond, issued by a Surety meeting the requirements of Paragraph 5.3.

Paragraph 5.3 states, All bonds submitted as Bid Security shall be executed by surety companies legally authorized to do business in Pennsylvania and New Jersey using AIA Document A310.

Item 10: **Inquiry:** Is "Consent of Surety" required with our bid submission. If so, please provide form?

Response: Refer to Instructions to Bidders, Section 5, Bid Security. Paragraph 5.3 states, "All bonds submitted as Bid Security shall be executed by surety companies legally authorized to do business in Pennsylvania and New Jersey using AIA Document A310. Such surety companies shall also be named in

the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in current Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-In-Fact who sign Bid Bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds, bearing the same date as the bonds."

Item 11: **Inquiry:** How many copies of the bid form are required to be submitted? Originals? Copies?

Response: One (1) bid packet is required to be submitted.

Item 12: **Inquiry:** We are a NJ Master Plumber with plumbing licenses also in Delaware and Maryland. We are holders of an approved NJ SBE Category 4 certificate. Please advise if this qualifies our company to bid the Scudder Falls Project.

If it does not qualify us please advise what other credentials we will need to obtain?

Response: To submit a bid for this project as a Prime Contractor, companies must be registered to do business in the Commonwealth of Pennsylvania or the State of New Jersey and must meet all of the other listed requirements including, but not limited to, bonds, insurance, indemnification, and self-performance of a minimum of 25% of the contact work.

Item 13: **Inquiry:** Will our NJ Liability and Workers Comp coverage be acceptable for this project?

Response: Refer to the General Conditions, Article 5 – Bonds and Insurance, Section 5.2 Insurance. This sections specifies the insurance requirements for the project. Workers Compensation and Employers Liability requirements are included in this section. As a bi-state agency, the Commission can accept insurance from either the Commonwealth of Pennsylvania or the State of New Jersey provided the insurance requirements are met.

B. NOTICE TO CONTRACTORS:

Item 14: Replace the "NOTICE TO CONTRACTORS" with the Revised "NOTICE TO CONTRACTORS", attached as part of the Reissued Division 00 attached to this Addendum. Mr. Stracciolini's email address has been corrected.

**C. CHANGES TO PROCUREMENT AND CONTRACTING REQUIREMENTS
(DIVISION 00):**

Item 15: **DELETE** Division 00 in its entirety, except as indicated below, and **INSERT** the attached Division 00 document in its place. The attached document corrects misnumbered pages throughout the document. Replace the Table of Contents in both Volume 1 and Volume 2 of the Project Manual with the revised Table of Contents included as part of this revised Division 00.

NOTE: The following items have not changed from the Division 00 documents Issued for Bid and are **NOT** being reissued. Bidders shall insert the original documents into this reissued Division 00 document as indicated:

- A. Pennsylvania and New Jersey Wage Rates. Insert the original Wage Rates after page 00850-3;
- B. Geotechnical Exploration for the DRJTBC Administration Building at Scudder Falls, Lower Makefield Township, Pennsylvania. Report prepared by Maser Consulting, P.A., consisting of 35 pages and dated August 2, 2017. Insert the original Geotechnical Report after page 00900-1.
- C. Stormwater Testing Report for the DRJTBC Administration Building at Scudder Falls, Lower Makefield Township, Bucks County, Pennsylvania. Report prepared by Maser Consulting, P.A., consisting of 9 pages and dated July 25, 2017. Insert the original Stormwater Testing Report after page 00910-1.

D. CHANGES TO CONDITIONS OF THE CONTRACT:

NONE

E. CHANGES TO GENERAL REQUIREMENTS (DIVISION 01):

Item 16: In Section 01 01 50 - SPECIAL REQUIREMENTS, **DELETE** the last sentence of Paragraph 3.1.A.1, and **INSERT** the following:
"All interior and exterior construction related to the building rehabilitation including but not limited to demolition of a portion of the existing building, all exterior demolitions, all exterior reconstruction, all interior renovations including but not limited to finishes, MEP, security, etc. shall be completed. All exterior site work around the building shall be completed in its entirety with the exception of the Permeable Pavement Pedestrian Trail to the Park and Ride Lot. The Trail shall be completed in conjunction with the renovations to the Park and Ride Lot."

Item 17: In Section 01 50 00 - TEMPORARY FACILITIES AND CONTROLS, **DELETE** Paragraph 2.2.F, starting with "Inspector's Field Office: Set....." and ending with the sentence "The Commission will pay the power bill.", and **INSERT** the following:

- "F. Inspector's Field Office: Of sufficient size to accommodate needs of Construction Manager's personnel. Keep office clean and orderly.

Furnish and equip offices as follows:", and **ADD** the following Items to the end of the list of this paragraph:

21. Coffee machine and supplies.
22. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
23. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height."

Item 18: **ADD** "EXHIBIT TO PDA #1 LOBBY SCULPTURE", attached to this Addendum, to the end of Division 01. The Exhibit is issued for reference only. The Lobby Sculpture will be fabricated and installed by Ferocity Metal. The Prime Contractor shall coordinate with Ferocity Metal and permit them full site access as required prior to installation, as well as a minimum of four to five weeks to complete the installation of the sculpture in the First Floor Main Lobby of the Administration Building .

E. CHANGES TO SPECIFICATIONS:

Item 19: In Section 04 40 13 - THIN STONE VENEER ASSEMBLIES, at the end of the section, **DELETE** the words "END OF SECTION 04 73 15 " and **INSERT** the words "END OF SECTION 04 40 13".

Item 20: In Section 05 75 30 - FORMED METAL PIPE COVERS, in the footer at the bottom of each page of the section, **DELETE** the words "DECORATIVE FORMED METAL " and **INSERT** the words " Formed Metal Pipe Covers ".

Item 21: In Section 06 10 00 - ROUGH CARPENTRY, in the footer at the bottom of each page of the section, **DELETE** the words "FINAL DESIGN SUBMISSION (BID 100%) " and **INSERT** the words " ADDENDUM #1 ".

Item 22: **ADD** Section 10 14 00 - SITE SIGNAGE to the Project Manual.

Item 23: In Section 10 73 16 - SELF-SUPPORTING STEEL CANOPY, in the footer at the bottom of each page of the section, **DELETE** the Section Number "10 73 13" and **INSERT** the Section Number " 10 73 16".

Item 24: In Section 23 05 33 - ELECTRIC HEAT TRACING, in the footer at the bottom of each page of the section, **DELETE** the words "ELECTRIC HEATING CABLES " and **INSERT** the words " ELECTRIC HEAT TRACING".

Item 25: In Section 23 09 00 - INSTRUMENTATION AND CONTROLS FOR HVAC, Paragraph 1.7, **DELETE** the entire paragraph and **INSERT** the words " NOT USED".

Item 26: In Section 23 09 00 - INSTRUMENTATION AND CONTROLS FOR HVAC, Paragraph 2.1, **DELETE** the entire paragraph and **INSERT** the following:

"2.1 MANUFACTURER / PRE-APPROVED

A. Subject to compliance with requirements, provide products by the following pre-approved manufacturer, no substitution allowed:

1. EcoStruxure by Schneider Electric Corporate Office, Horsham, PA.
Contact Lorena Alvarado for details and pricing (O 215-443-0442,
M 215-479-6395, lorena.alvarado@schneider-electric.com)

- Item 27:** In Section 23 09 23.16 - NATURAL GAS AND CO GAS DETECTION AND ALARM, in the footer at the bottom of each page of the section, **DELETE** the words "REFRIGERANT DETECTION AND ALARM " and **INSERT** the words " NATURAL GAS AND CO GAS DETECTION AND ALARM".
- Item 28:** In Section 23 09 23.16 - NATURAL GAS AND CO GAS DETECTION AND ALARM, in the footer at the bottom of each page of the section, **DELETE** the words " END OF SECTION 28 35 01 " and **INSERT** the words " END OF SECTION 23 09 23.16 ".
- Item 29:** In Section 23 09 93- SEQUENCE OF OPERATIONS FOR HVAC, in the footer at the bottom of each page of the section, **DELETE** the word "DDC".
- Item 30:** In Section 23 12 15 - FUEL MANAGEMENT EQUIPMENT, in the footer at the bottom of each page of the section, **DELETE** the Section Number " 23 13 13 " and **INSERT** Section Number " 23 12 15 ".
- Item 31:** In Section 23 13 16 - SANITARY WASTE AND VENT PIPING, in the footer at the bottom of each page of the section, **DELETE** the words "FINAL DESIGN SUBMISSION (BID 100%) " and **INSERT** the words " ADDENDUM #1 ".
- Item 32:** In Section 23 21 13 - HYDRONIC PIPING & SPECIALITIES, in the footer at the bottom of each page of the section, **DELETE** the words " HYDRONIC PIPING " and **INSERT** the words " HYDRONIC PIPING & SPECIALITIES ".
- Item 33:** In Section 23 51 00 - BREECHINGS, CHINMEYS AND STACKS, in the footer at the bottom of each page of the section, **DELETE** the Section Number " 15 00 00 " and **INSERT** the Section Number " 23 51 00 ".
- Item 34:** In Section 31 10 00 - SITE CLEARING, **DELETE** the Section 31 10 00 and **REPLACE** with the attached Section 31 10 00.
- Item 35:** In Section 32 01 16, in the footer, **DELETE** the Section Number, "31 01 16, and **INSERT** the Section Number 32 01 16, and **DELETE** the words "ISSUED FOR BID" and **INSERT** the words "ADDENDUM #1."
- Item 36:** In Section 32 92 19 – SEEDING, Part 1.2.B., **ADD** the following line to the list: “6. Section 32 14 13 – Permeable Interlocking Concrete Pavers”.

- Item 37:** In Section 32 92 19 – SEEDING, Part 2.1, **ADD** the following line to the list:
“C. Seed Mixture for Permeable Interlocking Concrete Pavers: Drought / heat tolerant seed mixture product data to be submitted and approved by the Landscape Architect.”
- Item 38:** In Section 32 92 19 – SEEDING, Part 3.6.D, **ADD** the following to the end of the paragraph:
“Within lawn areas, provide temporary turf-watering equipment to keep turf uniformly moist to a depth of 4 (four) inches. Water turf with fine spray at a minimum rate of 1 (one) inch per week unless rainfall precipitation is adequate throughout maintenance period. ”
- Item 39:** In Section 33 32 16.13 – PACKAGED UTILITY WASTEWATER PUMPING STATIONS, Part 1.6.C., **ADD** the following sub-paragraphs to the item:
“1. Shop Drawing of Pump Station shall be signed and sealed by a licensed Professional Engineer in the Commonwealth of Pennsylvania and submitted to Lower Makefield Township for approval in addition to submission to the Design Engineer.
2. Perform work in accordance with Lower Makefield Township regulations.”

F. CHANGES TO DRAWINGS:

- Item 40:** On **Drawing C-100.1**, Existing Conditions and Demolition Plan, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-100.1, Existing Conditions and Demolition Plan.
- Item 41:** On **Drawing C-101.1**, Overall Site Layout Plan, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-101.1, Overall Site Layout Plan.
- Item 42:** On **Drawing C-101.2**, Enlarged Site Layout Plan - North, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-101.2, Enlarged Site Layout Plan - North.
- Item 43:** On **Drawing C-101.3**, Enlarged Site Layout Plan - South, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-101.3, Enlarged Site Layout Plan - South.
- Item 44:** On **Drawing C-102.1**, Overall Grading Plan, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-102.1, Overall Grading Plan.
- Item 45:** On **Drawing C-102.2**, Enlarged Grading Plan - North, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-102.2, Enlarged Grading Plan - North.

- Item 46:** On **Drawing C-103.1**, Overall Drainage and Utilities Plan, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-103.1, Overall Drainage and Utilities Plan.
- Item 47:** On **Drawing C-103.2**, Enlarged Drainage and Utilities Plan - North, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-103.2, Enlarged Drainage and Utilities Plan - North.
- Item 48:** On **Drawing C-104.1**, Overall Landscape Plan, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-104.1, Overall Landscape Plan.
- Item 49:** On **Drawing C-105.1**, Lighting Plan, **DELETE** drawing in its entirety and **REPLACE** with the attached Drawing C-105.1, Lighting Plan.
- Item 50:** On **Drawing A1-400, A1-401, A1-402 and A1-403**, Building Sections, ADD the following notes to each sheet:

"General Notes:

1. Provide Architecturally Exposed Structural Steel (AESS) for all steel framing members along Column Lines 'C' and 'F', including columns, beams, bracing members, angles, etc. including all members framing into the steel along these column lines which are exposed to view."
 2. On the First Floor, provide Architecturally Exposed Structural Steel (AESS) for all steel framing members exposed to view in Main Lobby 101, Reception 102, Waiting 103, Feature Stair ST1-1, All steel associated with the framing and support of the Feature Stair, Corridor 117, Corridor 133 and Lunch Room 148.
 3. On the Second Floor, provide Architecturally Exposed Structural Steel (AESS) for all steel framing members exposed to view in Lobby 201, Feature Stair ST1-2, All steel associated with the framing and support of the Feature Stair, Office 210, Executive 212, Corridor 217, Communications 221, Finance/Toll Audit 224, Purchasing 231, Administration (Connie) 239, Engineering 245, Kitchenette 246, Corridor 249 and I.T. 250."
- Item 51:** On **Drawing A1-650**, Window Elevations and Mullion Profiles, Window Sill Detail 9, the Solid Surface Window Sill shall project out from the face of the wall by 1" - Typical for all windows."
- Item 52:** On **Drawing A1-801**, First Floor Finish Plan, **DELETE** the note "Corridor 117 & 133 Drywall to be Level 5 Finish", and **REPLACE** with the following note: "Provide a Level 5 Drywall Finish on all walls visible from the exterior curtain walls along Column Lines 'C' and 'F'. Level 5 Finish shall be provided in Corridor 117, Training/Commission Meeting Room 130, Conference Waiting Area 123, Alcove outside of Toilet Rooms 119 and 120, Main Lobby 101, Reception 102, Corridor 133, Kitchenette 147 and Lunch Room 148.

- Item 53:** On Drawing **A1-802**, Second Floor Finish Plan, **DELETE** the note "Corridor 217 & 249 Drywall to be Level 5 Finish", and **REPLACE** with the following note:
"Provide a Level 5 Drywall Finish on all walls visible from the exterior curtain walls along Column Lines 'C' and 'F'. Level 5 Finish shall be provided in Corridor 217, Purchasing 231, Finance/Toll Audit 224, Communications 221, Executive 212, Second Floor Lobby 201, Waiting 203, Alcove outside of Toilet Rooms 207 and 209, Corridor 249, Administration (Connie) 239, Engineering 245 and Kitchenette 246."
- Item 54:** On Drawing **A2-600**, at the Window Types Elevations, Window Types 'A' and 'B', **CHANGE** the window description note to read:
"FIXED ALUMINUM OFFSET DOUBLE HUNG WINDOW WITH CLEAR INSULATING GLAZING (TYPE 1 GLAZING) WITH RAISED PANEL SHUTTERS. MATCH EXISTING SHUTTER SIZES, PROFILES AND STYLES. MOUNTING TO MATCH EXISTING. TYPICAL".
- Item 55:** On Drawing **S1-102, S1-103, S1-104**, Framing Plans, **ADD** the following note to each sheet:
General Notes:
1. Refer to Architectural Drawings for locations of all Architecturally Exposed Structural Steel (AESS) of all steel framing members which are exposed to view."

G. ATTACHMENTS:

PROCUREMENT AND CONTRACTING REQUIREMENTS:

1. DIVISION 00

SPECIFICATIONS:

1. Section 10 14 00 - SITE SIGNAGE
2. Section 31 10 00 - SITE CLEARING
3. Exhibit to PDA #1 Lobby Sculpture

DRAWINGS:

1. Drawing C-100.1, Existing Conditions and Demolition Plan
2. Drawing C-101.1, Overall Site Layout Plan
3. Drawing C-101.2, Enlarged Site Layout Plan - North
4. Drawing C-101.3, Enlarged Site Layout Plan - South
5. Drawing C-102.1, Overall Grading Plan
6. Drawing C-102.2, Enlarged Grading Plan - North
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NOTICE TO CONTRACTORS

CONTRACT NO. T-707A

COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING

January 8, 2018

Sealed proposals for Contract No. T-707A - Commission Administration Building at Scudder Falls and Adaptive Reuse of the 1799 Building will be received by the Delaware River Joint Toll Bridge Commission (COMMISSION) at its headquarters in the Administration Building, 110 Wood and Grove Streets, Morrisville, Pennsylvania, 19067 **until 2:00 p.m. (Local Time), on Thursday February 22, 2018** at which time and place all bids will be publicly opened and read.

The Scope of Work for this project includes, but is not limited to, the following: Construction of a new Commission Administration Building to consolidate the administrative staff currently located at several locations. The COMMISSION will also consolidate the various IT services at this facility. In addition to the New Administration Building, the Project also includes renovations to the existing circa 1799 Building located at the North-East corner of the property. The work will create restrooms for the public using the Pennsylvania Canal Bike Trail. Finally, the Project includes renovations to the existing Park and Ride Lot located at the North-Western portion of the property, and creation of a bike path connecting the Park and Ride Lot and the 1799 Building. More specific items of work include, but are not limited to:

Park and Ride Parking Lot

- Renovation of existing Park and Ride Parking Facility
- Creation of a bike path from the Park and Ride lot to the 1799 Building

1799 Building

- Demolition of a portion of the existing building
- Selective demolition of interior and exterior elements
- Replacement of all exterior windows and doors
- Removal and replacement of existing wood floor framing
- Connection to the direct digital control (DDC) building automation system (BAS) at the Administration Building
- New standing-seam metal roof
- Creation of Public Restrooms
- HVAC equipment upgrades through-out the facility

Administration Building

- Construction of a 2-story Administration Building including:
 - Reception Lobby
 - Administrative Offices
 - Training Rooms
 - Conference Rooms
 - Lunch Room
 - IT/Server Facilities
 - Receiving and Storage areas
 - MPE Equipment Rooms
- Full site improvements including separate Public and Employee Parking Lots
- Site-wide lightning protection system
- Site-wide Emergency Power Distribution Systems
- Fueling island fuel dispensing pumps and canopy
- All work as detailed in the contract documents.

The work in connection with this project constitutes a Public Works Project under the Prevailing Wage Act requirements listed: The Contractor shall pay to all working persons employed in the performance of this Contract the higher prevailing wage rate from the Pennsylvania and New Jersey sets of wage rates included herein, for each craft and classification involved.

Each bid must be accompanied by a Certified Check or Bid Bond made payable to the Delaware River Joint Toll Bridge Commission in the sum of 10 percent of the total bid. This check or Bid Bond, or portion thereof, is to be forfeited as specified in the Contract Documents, if the successful bidder, within 10 consecutive calendar days after written notice that the bidder has been awarded the contract fails to: a) enter into a written contract with the Commission, in accordance with the accepted bid; b) provide the Commission with a Performance Bond and Payment Bond, which is equal to 100 percent of the total amount of the contract, and satisfactory to the Commission; and c) provide the Commission with insurance certificates evidencing the issuance of the insurance required by the contract documents.

The bid award is to be based upon the arithmetically correct "Total Bid Amount" as indicated on the Proposal Form.

Beginning Wednesday January 10, 2018 the Contract Documents may be examined at the Commission's Offices in Morrisville, PA. Copies may be obtained with a money order or company check in the amount of \$25.00 payable to 'Delaware River Joint Toll Bridge Commission', which is not refundable. The prime contractor must self-perform a minimum of 25% of the contract dollar value set forth in the bid.

Bidders shall also certify compliance with the requirements of the Affirmative Action Program, and Insurance Requirements of the Commission.

The Commission has implemented a program for the utilization of certified IBE (Identified Business Enterprise) contractors, subcontractors, and suppliers (such as MBE, WBE, SBE, etc.). The program will be in effect for this contract with an IBE target of 25% as detailed in the Specifications. In addition, a Responsible Contractor certification will be required also as detailed in the Specifications.

Bidders must comply with all the above requirements in order to submit a proposal for this contract.

Bidders are encouraged to have an officer or an authorized representative of their company in attendance at a pre-bid meeting on Thursday, January 18, 2018 at 10:00 a.m. at the Commission's New Hope Administration Building, located at 2492 River Road, New Hope, Bucks County, Pennsylvania 18938.

Bidders are invited to attend the facility walk-through meeting at the site, which will begin immediately following the pre-bid meeting. Those attending must have the proper safety attire.

All questions about the meaning or intent of the Contract Documents shall be directed, in writing, to Roy Little, P.E., Chief Engineer, Delaware River Joint Toll Bridge Commission, Administration Building, 110 Wood and Grove Streets, Morrisville, PA 19067, Attention: Charles Stracciolini, Project Manager. Inquiries by FAX or email are acceptable. The FAX number is (215) 295-4436. Email inquiries are to be directed to the Project Manager at (cstracciolini@drjtbc.org) with copy to the Chief Engineer (rlittle@drjtbc.org). Written questions received later than **3:00 PM, Monday February 5, 2018** will not be answered. Replies will be issued only by Addenda faxed, e-mailed, posted on the Commission's website or sent no later than **Thursday February 8, 2018** to all parties recorded by the Engineer as having obtained the Contract Documents. Only questions answered by formal written clarifications will be binding. Oral and other interpretations or clarifications will be without legal effect. No oral questions will be accepted, all questions must be in writing. All inquiries during the bidding period should reference Contract No. T-707A, Capital Project 1644A, Commission Administration Building at Scudder Falls and Adaptive Reuse of the 1799 Building.

The Commission reserves the right to waive any information in the bids received; to reject any or all bids; to retain the bids for a period up to ninety (90) calendar days after receipt of the bids prior to making award; and to award the contract only to those experienced in this class of work, and to the lowest responsible bidder whose proposal is deemed by the Commission to be the most advantageous to the public interest.

DELAWARE RIVER JOINT TOLL
BRIDGE COMMISSION

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SECTION 00100 - INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions or Supplementary Conditions.
- 1.2 The term "Commission" as used in the Contract Documents refers to Delaware River Joint Toll Bridge Commission.

2. COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the fee or deposit sum, if any, stated in the Notice to Contractors may be obtained by pre-qualified bidders from the COMMISSION.
- 2.2 Complete sets of Bidding Documents shall be used in preparing Bids; COMMISSION does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 3.1 The bidder shall carefully examine the site of the proposed work, and the proposal, specifications and contract form, etc., for the work contemplated and it will be assumed that he has judged for and satisfied himself as to the conditions and obstacles to be encountered, the character, quality and quantities of work to be performed, the materials to be furnished, the requirements of these specifications, and other contract documents, and he must be prepared to execute a finished job in every particular without extra charge whatever, except as specifically provided elsewhere in these contract documents.
- 3.2 BIDDERS may schedule visits to the site with Charles Stracciolini, Project Manager, (267) 790-1044. BIDDERS shall provide a minimum of forty-eight (48) hours advance notification for purposes of scheduling on-site visits.
- 3.3 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements or Drawings.
- 3.4 The submission of a Bid will constitute a representation by the BIDDER that he has complied with every requirement of this Article 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

4. INTERPRETATIONS AND CHANGES PRIOR TO OPENING PROPOSALS

- 4.1 All questions about the meaning or intent of the Contract Documents shall be directed, in writing, to Roy W. Little, PE, Chief Engineer, Delaware River Joint Toll Bridge Commission, Administration Building, 110 Wood and Grove Streets, Morrisville, PA 19067, Attention Charles Stracciolini, Project Manager. Inquiries by FAX or email are acceptable. The FAX number is (215) 295-4436. Email inquiries are to be directed to the Project Manager (estracciolini@drjtbc.org) with copy to the Chief Engineer (rlittle@drjtbc.org). Written

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questions received later than **3:00 p.m. Monday February 5, 2018** will not be answered. Replies will be issued only by Addenda faxed, mailed or delivered not later than seven days prior to Bid opening to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. No oral questions will be accepted, all questions must be in writing.

- 4.2 All inquiries during the bidding period shall reference Contract No. T-707A, Capital Project 1644A, Commission Administration Building at Scudder Falls and Adaptive Reuse of the 1799 Building.
- 4.3 It shall be the duty of each prospective BIDDER to ascertain what Addenda, if any, have been issued by the ENGINEER, which may affect the work to be covered by his proposal, and to inform his prospective Subcontractors thereof to the extent that they may be affected.
- 4.4 Failure of any BIDDER to receive any Addendum, as provided for in this paragraph, shall not relieve such BIDDER from the obligation of his proposal.
- 4.5 When information has been provided to BIDDERS for their use in preparing proposals supplemental to the Bidding Documents (i.e.: test boring data, test well data, etc.), such supplemental information is not guaranteed as accurate by the COMMISSION and is not to be considered part of Contract Documents.

5. BID SECURITY

- 5.1 Bid Security shall be made payable to Delaware River Joint Toll Bridge Commission, in an amount of 10% percent of the BIDDER's Total Bid Amount, in the form of a certified check, or a Bid Bond, issued by a Surety meeting the requirements of Paragraph 5.3.
- 5.2 The Bid Security of the Lowest Responsible Bidder will be retained until such BIDDER has furnished the required Performance Bond and Payment Bond, Certificates of Insurance, and executed the Agreement; whereupon, it will be returned. If the successful BIDDER fails to furnish the required Bid Security or fails to execute and return the Agreement within the time specified, COMMISSION may annul Notice of Intent to Award or the Notice of Award and the Bid Security amount, or portion thereof, of that BIDDER will be forfeited to pay to the COMMISSION the difference, not to exceed the Bid Security amount, between the amount specified in said bid and such larger amount for which the COMMISSION may in good faith contract with another party to perform the Work specified in the Contract Documents. The Bid Security of all the Responsible Bidders may be retained by COMMISSION and returned three (3) working days after the execution of the contract.
- 5.3 All bonds submitted as Bid Security shall be executed by surety companies legally authorized to do business in Pennsylvania and New Jersey using AIA Document A310. Such surety companies shall also be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in current Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-In-Fact who sign Bid Bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds, bearing the same date as the bonds.

6. CONTRACT TIME

The number of consecutive calendar days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Agreement.

7. LIQUIDATED DAMAGES/INCENTIVE PROVISIONS

Provisions for liquidated damages and incentive provisions, if any, are set forth in the Agreement.

8. SUBCONTRACTORS

8.1 BIDDERS shall submit with the Bid the name of all major subcontractors: Mechanical, Plumbing, Electrical, Concrete, Masonry, Steel, and Site Work. Use standard form Section 00400, Subcontractor's List.

8.2 All other subcontractors and other persons and organizations will be required to submit credentials after the bid opening as stated in the General Conditions.

8.3 If the General Conditions or Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to COMMISSION, the apparent Lowest Responsible Bidder, and any other bidder so requested, will submit to COMMISSION as identified in the General Conditions a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by COMMISSION. If COMMISSION or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Lowest Responsible Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Lowest Responsible Bidder declines to make any such substitution, the Contract shall not be awarded to such bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. For any Subcontractor, other person or organization so listed and to whom COMMISSION or ENGINEER does not make written objection prior to the giving of the Notice of Award, it will be deemed the COMMISSION and ENGINEER have no objection.

9. PROPOSAL

9.1 The Proposal is included in the Contract Documents; additional copies may be obtained from COMMISSION.

9.2 Proposal must be completed in a permanent and legible fashion. Where unit prices for estimated quantities appear on the Proposal, the Bid price of each item on the form must be stated and extended; in case of a conflict, the unit price Bid will take precedence and not the totals or extensions.

9.2.1 Corrections may be made to the Proposal by either whiting out or crossing out unintended language or figures and then initialing each correction.

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- 9.3 Estimates of quantities furnished by the ENGINEER are approximate and have been used as a basis for estimating the cost of Work, and will be used for the purpose of tabulating and comparing Bids and awarding the Contract. The ENGINEER has endeavored to estimate quantities accurately, and to the best of his knowledge the information shown on the drawings is reasonably correct.
- 9.4 Bids by corporations must be executed in the corporate name by the president or vice-president (or other person having authority to bind the corporation, accompanied by corporate power of attorney), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 9.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 9.6 All names must be typed or printed along with the signature.
- 9.7 The Proposal shall contain an acknowledgment of receipt of all Addenda (the numbers and dates of which shall be filled in on the Proposal).
- 9.8 The address to which communications regarding the Bids are to be directed must be shown.

10. SUBMISSION OF BIDS

- 10.1 Bids shall be submitted at the time and place indicated in the Notice to Contractors and shall be enclosed in an opaque sealed envelope provided by the COMMISSION, marked with the Contract Number and Project Title and the name and address of the Bidder, and accompanied by the Bid Security and other required documents. No Bid shall be considered if it arrives after the opening time noted in the Notice to Contractors.
- 10.2 Bids shall be submitted on the Bidding Document forms furnished with the Contract Documents. The packet consists of the Proposal; the Bid Bond (to be provided by Contractor); the Non-Collusion Affidavit; Certificate of Eligibility, Bidders Reference, Contractor Responsibility Certification, IBE Required Forms, Certification of Compliance with Affirmative Action Program, Certification of Compliance with Insurance and Indemnification Requirements, Insurance Broker / Carrier Letter, List of Subcontractors. All documents must be completed and received by the time and date indicated in the Notice to Contractors.

11. MODIFICATION AND WITHDRAWAL OF BIDS

A bid may be withdrawn by written request submitted to the COMMISSION prior to the scheduled time for opening of proposals, or authorized postponement thereof. No bidder may withdraw his proposal after the scheduled time of opening or authorized postponement thereof.

12. IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditions, or unauthorized alternate bids, or irregularities of any kind.

13. OPENING OF BIDS

Bids will be opened publicly and read aloud at time of bid opening.

14. BIDS TO REMAIN OPEN

Except as otherwise permitted by law, no Bid, or part thereof, may be withdrawn, canceled or modified for a period of ninety (90) calendar days after the time and date designated in the Notice to Contractors for opening of Bids.

15. AWARD OF CONTRACT

15.1 COMMISSION reserves the right to reject all Bids, to waive any and all informalities, and to refuse to consider nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

15.2 In evaluating Bids, COMMISSION shall consider the qualifications of the BIDDERS, and whether or not the Bids comply with the prescribed requirements.

15.3 COMMISSION may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the General Conditions and Paragraph 8.1 of these Instructions to Bidders.

15.4 If the Contract is to be awarded, it will be awarded to the Lowest Responsible Bidder whose evaluation by COMMISSION indicates to COMMISSION that the award will be in the best interests of the Project.

15.5 If the Contract is to be awarded, COMMISSION will give the Lowest Responsible Bidder a Notice of Award within the time specified for Bids to remain irrevocable.

15.6 The COMMISSION may choose to conduct a Bid Clarification meeting if the COMMISSION deems necessary. The meeting will be scheduled at a time and place as agreed to by both parties.

16. BONDS AND INSURANCE

Article 5 of the General Conditions sets forth COMMISSION's requirements as to Performance and Payment Bonds, Maintenance Bonds, and insurance requirements. The Lowest Responsible Bidder shall furnish Performance and Payment and Maintenance Bonds each in an amount equal to 100% of the Bid and certificates of insurance as required by Article 5 of the General Conditions to the office of the COMMISSION unless otherwise specified. The Lowest Responsible Bidder shall pay all premiums in respect of such bonds and insurance.

17. SIGNING OF AGREEMENT

When COMMISSION gives a Notice of Award to the Lowest Responsible Bidder, it will be accompanied by at least three (3) unsigned duplicate original copies of the Agreement and all other Contract Documents. The CONTRACTOR shall sign said duplicate original copies of the Agreement with all other Contract Documents attached and return to the COMMISSION for execution.

18. SUBSURFACE CONDITIONS

18.1 Refer to Section 00700, General Conditions, and Section 00800, Supplementary Conditions, 00900 and 00910.

19. PERMITS

Refer to Section 00700, General Conditions and Section 01010, General Requirements.

20. TAXES

Refer to Section 00700, General Conditions and Section 01010, General Requirements.

21. CONTRACTOR'S STORAGE AREA

COMMISSION owned property is extremely limited. The CONTRACTOR's Storage Area may be within the COMMISSION property and in accordance with Article 4 of the General Conditions. The CONTRACTOR shall be responsible for providing all insurance and security including illumination for the site. Upon completion of the work the CONTRACTOR shall restore the site to its original condition. All costs for establishing and restoration of the site shall be incidental to the work being performed.

22. FAMILIARITY WITH LAWS

The BIDDER shall familiarize himself with all federal, state and local laws, including the latest amended municipal building codes, rules and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work or in any way affecting the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the BIDDER or CONTRACTOR shall discover any provision in the Contract Documents which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the ENGINEER in writing and in accordance with Article 4 of these Instructions to Bidders Section.

23. NON-COLLUSION AFFIDAVIT

23.1 The Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-collusion Affidavits to be submitted together with bids.

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

23.3 Bid-rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and

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assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the BIDDER with responsibilities for the preparation, approval or submission of the bid.

- 23.4 In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an affidavit must be submitted separately on behalf of each party.
- 23.5 The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 23.6 Failure to file an affidavit will result in disqualification of the bid.

24. SUBSTITUTE MATERIAL AND EQUIPMENT

- 24.1 Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "Award of Contract".
- 24.2 Where a particular brand or manufactured product is specified, it is to be regarded as a standard. Another brand or make that meets or exceeds the specifications, in the sole discretion of the Engineer, may be accepted in accordance with the provisions stated immediately hereafter.
- 24.3 The designs in the Contract are based on the first named manufacturer's product materials, or equipment in the approved equal list of manufacturers of each section of the technical specifications. Where the Contractor proposes to use a product other than the first named or requiring a change in the Specifications or Drawings, the Contractor shall pay all costs for modifications of the design, including any re-engineering costs and any additional construction costs associated with the use of a product other than the first named. Written approval shall be obtained from the Engineer prior to the inclusion of any such products, materials, or equipment as the basis of the bid proposal.
- 24.4 Where a performance is specified and no manufacturer is listed, the Contractor shall submit the name of the manufacturer, the product proposed, and detailed information showing its characteristics.
- 24.5 Where a choice of color, pattern, or texture is available for a specified product, the Engineer will make a selection from the manufacturer's highest and best standards.
- 24.6 Where a manufacturer's equipment model number is specified, but is unavailable due to being discontinued or replaced, an equivalent or better model from the same manufacturer shall be deemed to be specified. That model shall be provided at no additional cost to the Commission and shall not be the basis for a claim for additional compensation or delay. The Engineer shall be the sole judge as to whether a model is equivalent or better.
- 24.7 The procedure for submitting for an additional approved equal or substitution will be as follows: The Contractor shall submit a separate request for each proposed substitution. The Contractor shall submit two (2) reproducible plus two (2) copies of the request and data. The Contractor shall amend and update data when changes concerning information on products become known. The Contractor shall include the following information:

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- 24.7.1 Complete data substantiating compliance of proposed substitution with requirements of the Contract Documents.
- 24.7.2 For products:
 - 24.7.2.1 Product identification, including manufacturer's name and address, trade name of product, and model or catalog number. Include the name and address of fabricators and suppliers as appropriate. Attach product data similar to that required in the technical specifications for the originally-specified product.
 - 24.7.2.2 Installation characteristics, installation drawings, manufacturer's literature including product description, performance and test data, and reference standards if pertinent.
 - 24.7.2.3 Name and address of project(s) on which the product was used under similar circumstances, and date of installation. Specifications Section Number, Title, Article Numbers, and all other information as required.
- 24.7.3 For construction methods:
 - 24.7.3.1 Detailed description of proposed method.
 - 24.7.3.2 Drawings illustrating methods.
- 24.7.4 Itemized comparison of proposed substitution with product specified. Include differences in estimated life, estimated maintenance, availability of spare parts and repair services, energy consumption, performance capacity, salvage value, manufacturer's warranties, and other material differences. The Contractor may be required, at his own expense, to perform tests to demonstrate proof of equality.
- 24.7.5 Data relating to changes in Construction Schedule.
- 24.7.6 A detailed cost breakdown of the proposed products in comparison to the products specified naming the difference in cost in each case.
- 24.7.7 In making request for substitution, Contractor shall certify:
 - 24.7.7.1 That he also personally investigated the proposed product and method; that he believes, to the best of his knowledge and information, that product and method is either equivalent or superior to that product and method specified; and that he will update information as new or different data becomes known to him.
 - 24.7.7.2 That he will furnish the same guarantee for the substitution as he would for the product and method specified.
 - 24.7.7.3 That he will coordinate installation of the accepted substitution into the Work, and he will make those changes required for the Work to be complete in all respects, all at no additional expense to the Commission.
 - 24.7.7.4 That he waives all claims for additional costs, extension of Contract Time related to any substitution.

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- 24.7.7.5 That cost data are complete and include all related construction and re-design costs.
- 24.8 Substitutions indicated or implied on shop drawings or product data submittal will not be considered if no formal request for substitution has been submitted in accordance with this Article. The rejection of an indicated or implied substitution because of no formal request for substitution will not be cause for claims for additional cost or extension of Contract Time. Requests for substitutions will not be considered if acceptance of the substitution in the opinion of the Engineer will require a substantial revision of the Contract Drawings or Specifications, or both.
- 24.9 If a substitute item is approved and the substitute item changes the scope of work under this or other Contracts from the original specifications, then the Contractor offering the substitute item shall be responsible for all added costs involved by reason of the change in his work and the work of other Contracts, including re-design. Any reduction in costs involved by reason of the change in his work shall be deducted from the Contract Price. No change involving cost shall be made without the written consent of the Engineer.
- 24.10 The Commission reserves the right, at its sole discretion; to deny further substitution requests should it deem the number of such requests to be excessive. Requests for substitution which are excessively broad in scope or which require substantial effort and expense to review will not be considered.
- 24.11 Acceptance of substitutions shall not be interpreted either as a modification of the Contract Document requirements or to establish acceptance of products and methods for other portions of the work. The Engineer will be the sole judge of quality and suitability of substitute products and methods and the Engineer's decision will be final.

END OF SECTION 00100

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CONTRACT NO. T-707A

COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS
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The Scope of Work for this project includes, but is not limited to, the following: Construction of a new Commission Administration Building to consolidate the administrative staff currently located at several locations. The COMMISSION will also consolidate the various IT services at this facility. In addition to the New Administration Building, the Project also includes renovations to the existing circa 1799 Building located at the North-East corner of the property. The work will create public restrooms for people using the Pennsylvania Canal Bike Trail. Finally, the Project includes renovations to the existing Park and Ride Lot located at the North-Western portion of the property, and creation of a bike path connecting the Park and Ride Lot and the 1799 Building. More specific items of work include, but are not limited to:

Park and Ride Parking Lot

- Renovation of existing Park and Ride Parking Facility
- Creation of a bike path from the Park and Ride lot to the 1799 Building

1799 Building

- Demolition of a portion of the existing building
- Selective demolition of interior and exterior elements
- Replacement of all exterior windows and doors
- Removal and replacement of existing wood floor framing
- Connection to the direct digital control (DDC) building automation system (BAS) at the Administration Building
- New standing-seam metal roof
- Creation of Public Restrooms
- HVAC equipment upgrades through-out the facility

Administration Building

- Construction of a 2-story Administration Building including:
 - Reception Lobby
 - Administrative Offices
 - Training Rooms
 - Conference Rooms
 - Lunch Room
 - IT/Server Facilities
 - Receiving and Storage areas
 - MPE Equipment Rooms
- Full site improvements including separate Public and Employee Parking Lots
- Site-wide lightning protection system
- Site-wide Emergency Power Distribution Systems
- Fueling island fuel dispensing pumps and canopy
- All work as detailed in the contract documents.

The Contractor shall include the furnishing of all tools, equipment, labor and materials to complete the

T-707A COMMISSION ADMINISTRATION
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work, all in accordance with the Contract Documents. Bids for this project **must** be received by the Delaware River Joint Toll Bridge Commission at its headquarters in the Administration Building, 110 Wood and Grove Streets, Morrisville, Pennsylvania 19067 **until 2:00 p.m. (Local Time), on Thursday February 22, 2018** at which time and place all bids will be publicly opened and read.

TO THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

The undersigned hereby declare that they have carefully examined the Contract Documents for the project named above; that they have carefully examined the site of the project as provided in the Contract Documents, and that they will contract and guarantee to carry out and complete this project as specified and delineated for each scheduled item of work stated in the Schedule of Prices following.

It is agreed that the issuance of these Contract Documents do not constitute a warranty by the Commission as to the actual site conditions and that site conditions varying from that indicated in the Contract Documents should be anticipated. It is further understood and agreed that a physical inspection of the site prior to the submission of this proposal is the undersigned's responsibility, and that it is the undersigned's responsibility to notify the Commission, in writing, of any conditions inconsistent with the specifications prior to the submittal of this Proposal. Failure to so notify the Commission constitutes an absolute waiver of any claim for compensation premised upon site conditions, which could have been discovered by diligent observation and inspection. It is further understood and agreed that failure to conduct such an inspection constitutes an absolute waiver of all conditions, which could have been discovered by diligent observation or inspection.

It is further agreed that the Commission does not dictate the labor, materials, equipment or procedures necessary to accomplish the Work. The undersigned agrees to assume full responsibility for the cost of all labor, materials, equipment and all other costs necessary to perform the work, whether or not the undersigned anticipated at the time of this Proposal that such labor, materials, equipment or procedures would be required to perform the work.

It is understood that the arithmetically correct TOTAL BID AMOUNT stated by the undersigned in the Schedule of Prices will control in awarding the Contract. In the event of a discrepancy between the sum of individual Bid Item Amounts and the Total Bid Amount, the mathematically correct sum of the individual Bid Item Amounts shall govern as the TOTAL BID AMOUNT.

It is further understood that the prices given herein are to include and cover the furnishing of all materials, the performing of all labor, requisite and proper, and the providing of all necessary machinery, tools, apparatus, and other means of construction; and the performance of all of the above-mentioned in the manner set forth, and described herein; and will complete the project named above within the time periods and in the manner defined in the Contract Documents.

In submitting this Proposal, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined copies of all the Contract Documents and hereby acknowledges receipt of the following Addenda:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

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SCHEDULE OF PRICES

Item Number	Description	Unit	Total Cost / Item in Words and Figures
1	General Requirements, Mobilization, Performance and Payment Bonds, Insurance	Lump Sum	_____ Dollars (\$ _____)
2	General Construction Work	Lump Sum	_____ Dollars (\$ _____)
3	Mechanical Construction Work	Lump Sum	_____ Dollars (\$ _____)
4	Plumbing Construction Work	Lump Sum	_____ Dollars (\$ _____)
5	Electrical Construction Work	Lump Sum	_____ Dollars (\$ _____)
6	Maintenance Bond	Lump Sum	_____ Dollars (\$ _____)
7	*Allowance for Unforeseen Conditions	Lump Sum	One Million Dollars (\$1,000,000.00)
8	**PDA #1 (pre-determined Amount) For Lobby Sculpture	Lump Sum	Fifty Thousand Dollars (\$50,000.00)
9	***Unit Price #1: Building Subgrade Remediation	Lump Sum	_____ Dollars (\$ _____)
10	***Unit Price #2: Parking Lot Stone Base Remediation	Lump Sum	_____ Dollars (\$ _____)

TOTAL BID AMOUNT _____ **Dollars**

(\$ _____)

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- * The Allowance is to be included in the Total Bid Amount. For each reduction in the allowance an "Allowance Reduction" form will be issued showing the remaining balance. All parties will sign the reduction form (similar to a change order). After project completion, any unused allowance will be credited back to the Owner via a deduct change order, reducing the Total Bid Amount accordingly.
- ** The PDA #1 (pre-determined Amount) For Lobby Sculpture is to be included in the Total Bid Amount.

***UNIT PRICES:

We the undersigned, agree that the Unit Prices indicated below are included in the Base Bid Amount. We will, at the direction of the COMMISSION, perform additional work or delete work from the Contract at the Unit Prices set forth below. Unit Prices are for the Work that is in addition to or is deleted from the Base Bid Work.

A. General Construction: Materials in place including all labor, equipment, material, mark-ups, etc.

1. Unit Price #1: Building Subgrade Remediation:

Excavate soft areas of subgrade not capable of compaction in place. Properly dispose of unsuitable material off-site. Backfill with structural fill and compact to density equal to or greater than requirements for structural fill material as specified in Section 312323-3.2.D. Base Bid to include 2,000 Cubic Yards of Subgrade Remediation. Unit Price shall be used as an ADD or DEDUCT from the Base Bid quantity.

\$ _____ (Unit Cost) x 2,000 Cubic Yards = \$* _____

*Include this \$ amount in Line 9 of the Schedule of Prices table.

2. Unit Price #2: Parking Lot Stone Base Remediation

Excavate soft areas of paving subbase in areas of the existing paved parking lot where the existing stone base does not meet the compaction requirements for paved surfaces. Properly dispose of unsuitable material off-site. Provide aggregate over prepared substrate to required compaction thickness as specified in Section 321123-3.1.B.2 and Drawing C-100.1. Base Bid to include 500 Cubic Yards of Parking Lot Stone Base Remediation. Unit Price shall be used as an ADD or DEDUCT from the Base Bid quantity.

\$ _____ (Unit Cost) x 500 Cubic Yards = \$** _____

**Include this \$ amount in Line 10 of the Schedule of Prices table.

The Total Bid Amount shall be the arithmetically correct sum of all line items in the Schedule of Prices table.

Accompanying this Proposal is a certified check or bid bond made payable to the "Delaware River Joint Toll Bridge Commission" in the sum of ten percent (10%) of the Contract price which the undersigned agree that its amount, or portion thereof, is to be forfeited as specified in the Contract Documents, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project, or furnish the bond and insurance certificates required within the stipulated time; otherwise, the bid security will be returned to the undersigned.

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AN INDIVIDUAL

SUBMITTED this _____ day of _____, 20__.

By: _____ /s/
(Typed/Printed Name) (Signature)

Doing Business As:

Business Address: _____ (SEAL)

Phone No.: (_____) _____ FAX No.: (____)

A PARTNERSHIP

SUBMITTED this _____ day of _____, 20__.

Firm Name:

By: _____ /s/
(Partner) (Partner)

Business Address: _____ (SEAL)

Phone No.: (_____) _____ FAX No.: (____)

A CORPORATION

SUBMITTED this _____ day of _____, 20__.

Corporation Name:

State of Incorporation:

By: _____ /s/ _____
(Person Authorized to Sign) (Title)

(CORPORATE SEAL)

Attest: _____ /s/ Corporate Secretary

Business Address:

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Phone No.: (____) _____

FAX No.: (____)

Contractor's
Federal Identification Number

Recommended for Approval

_____, 20__

Roy W. Little, P.E.
Chief Engineer

END OF PROPOSAL

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CERTIFICATE OF ELIGIBILITY

CONTRACT NO. T-707A

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Evidence must be submitted herein that the Contractor:

Address _____

City of _____ and State of _____

is duly authorized to do business in the Commonwealth of Pennsylvania and/or the state of New Jersey.

Documents showing proof of eligibility are attached herewith.

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BIDDER'S REFERENCES

CONTRACT NO. T-707A

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Bidder shall submit not less than three (3) references for successfully completed Administration Office Building and Adaptive Reuse Construction projects of the type(s) specified herein and attach descriptions of each:

1. Owner: _____
Address: _____
Contact Person: _____ Telephone: _____
Project Title or Contract No. _____
Architect: _____ Telephone: _____

2. Owner: _____
Address: _____
Contact Person: _____ Telephone: _____
Project Title or Contract No. _____
Architect: _____ Telephone: _____

3. Owner: _____
Address: _____
Contact Person: _____ Telephone: _____
Project Title or Contract No. _____
Architect: _____ Telephone: _____

Attach project descriptions for each listed project. ONLY projects of the type specified herein will be considered.

CONTRACTOR RESPONSIBILITY CERTIFICATION

Firm Name: _____

Firm Address: _____

Contact Name: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Project Name: _____

Project Number: _____

The submitting firm is required to certify compliance with the following contractor responsibility standards by checking appropriate boxes.

For purposes hereof, all relevant time periods are calculated from the date this Certification is executed.

1. Has the firm been suspended and/or debarred by any federal, state or local government agency or authority in the past three years?

Yes No

2. Has any officer, director, or principal of the firm been convicted of a felony relating to construction or contracting industries?

Yes No

3. Has the firm defaulted on any project in the past three years?

Yes No

4. Has the firm had any type of business, contracting or trade license revoked or suspended for cause by any government agency or authority in the past three (3) years?

Yes No

5. Has the firm been found in violation of any other law relating to its contracting business, including, but not limited to antitrust laws, licensing laws, tax laws, wage or hour laws, environmental or safety laws, by a final unappealed decision of a court or government agency in the past three (3) years, where the result of such adjudicated violation was the payment of a fine, damages or penalty in excess of \$1,000.

Yes No

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6. Has the firm been the subject of voluntary or involuntary bankruptcy proceedings at any time in the past three years?

Yes No

7. Does the firm currently possess all applicable business, contractor and/or trade licenses or other appropriate licenses or certifications required by applicable state or local law to engage in the services it seeks to perform?

Yes No

8. Does the firm have all technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will it obtain same through the use of qualified, responsible subcontractors?

Yes No

9. Does the firm or its subcontractors participate in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a State apprenticeship agency for all crafts or trades performing work on the subject project valued at \$250,000 or more.

Yes No

A "yes" answer to this question signifies that the firm will continue to participate in applicable apprenticeship programs for the full duration of the contract work.

10. In accordance with the applicable Responsible Contractor Provisions incorporated within the specifications for this Project, the firm agrees to provide, within 10 days of receipt of a Notice of Intent to Award the Contract, an executed Contractor Responsibility Certification from all craft or trade labor subcontractors with a subcontract valued at \$250,000 or more.

Yes No

11. The firm represents that it has read, understands, and agrees to abide by, the Responsible Contractor Provisions incorporated within the specifications for the subject project.

Yes No

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This certification has been completed by an authorized representative of the firm that the sufficient knowledge and information to certify to all matters addressed herein.

I certify that the foregoing representations regarding the past performance and present qualifications of the undersigned firm are true and correct.

Print and Sign Name

Title

Name of Firm

Date

Subscribed and Sworn to
Before me this ____ day
of _____, 20__

Notary Public
My Commission Expires: _____

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CERTIFICATION OF COMPLIANCE WITH
AFFIRMATIVE ACTION PROGRAM

CONTRACT NO. T-707A

COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS
AND ADAPTIVE REUSE OF THE 1799 BUILDING

(Name of Contractor)

the undersigned, in person or by its duly authorized representative, hereby certifies that the Bidder has and will comply with the requirements of the Affirmative Action Program defined in Section 00810 and hereby designates

as liaison officer authorized to administer this program.

(Date)

(Name and Title)

subscribed and sworn to
before me this _____
day of _____, 20 ____

My Commission expires _____, 20 ____

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CERTIFICATION OF COMPLIANCE WITH
INSURANCE AND INDEMNIFICATION REQUIREMENTS

CONTRACT NO. T-707A

COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS
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(Name of Contractor)

I, _____, the undersigned, certify that I am an Officer of the company named above and further certify that I have reviewed and understand all insurance and indemnification requirements in the Contract.

I further certify that if the aforementioned company is named the successful bidder for the project, that a Certificate of Insurance in the specified amounts designated in the Contract will be supplied to the DRJTBC.

Signature

(Date)

(Name and Title)

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

My Commission expires _____, 20 ____

Corporate Seal

T-707A COMMISSION ADMINISTRATION
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**TO BE PRINTED ON INSURANCE BROKER OR INSURANCE CARRIER
LETTERHEAD**

DATE

Delaware River Joint Toll Bridge Commission
110 Wood and Grove Streets
Morrisville, Pennsylvania 19067

Re: DRJTBC Contract No _____, Capital Project _____
(Project Name)

Dear _____:

As stipulated in the Bidding Specifications, this letter confirms **(Broker/Insurance Carrier)** and **(Insured/Bidding Party)** ability to secure placement of all insurance requirements as outlined in the Commission's Insurance and Indemnification Requirements section. We will provide a sample 'Certificate of Insurance' indicating that **(Insured/Bidding Party)** can meet the minimum requirements stipulated herein.

Sincerely,

**Insurance Broker / Insurance Carrier
Name/Title**

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Construction Contractor
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SAMPLE EFFECTIVE 1/1/2012 INSURED	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID#: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td>INSURER A: X=A- (Excellent) or Higher</td> <td></td> </tr> <tr> <td>INSURER B: X= Class VII or Higher</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: X=A- (Excellent) or Higher		INSURER B: X= Class VII or Higher		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: X=A- (Excellent) or Higher															
INSURER B: X= Class VII or Higher															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Includes CG 22 79 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG		*Per Project or Per Location must be checked			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below. Pollution (if applicable) Professional (if applicable)		N/A			<input checked="" type="checkbox"/> WC STATUS-LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 \$2,000,000 per occurrence/\$4,000,000 agg \$1,000,000-\$5,000,000 (refer to contract)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Contract#. Certificate Holder, the Commonwealth of PA & the State of NJ are included as additional insureds on the above GL, AL, and Umb Liability (add applicable lines) policies. Coverage is primary/non-contributing. No Cross Suits Excl. Umbrella/Excess policy follows form. Waiver of subrogation applies to all coverages where applicable by law. The GL policy does not contain a SIR and the SIR is not greater than \$50,000 on all other lines. Deductibles must be stated.

CERTIFICATE HOLDER Delaware River Joint Toll Bridge Commission 110 Wood & Grove Streets Morrisville, PA 19057	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

WITH INSURANCE AND
INDEMNIFICATION REQUIREMENTS

T-707A COMMISSION ADMINISTRATION
BUILDING AT SCUDDER FALLS
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**ATTACH ADDITIONAL INSURED ENDORSEMENT TO THE CERTIFICATE
OF INSURANCE:**

CHOOSE ONE:

1. CG 20 26 11 85 (SAMPLE ATTACHED)

Or

2. CG 20 10 10 01 AND CG 20 37 10 01 (SAMPLES ATTACHED)

Or

**3. EQUIVALENT MANUSCRIPT ENDORSEMENTS (NO SAMPLE
ATTACHED)**

COMPLIANCE
WITH INSURANCE AND
INDEMNIFICATION REQUIREMENTS

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POLICY NUMBER: Must Match GL Policy Number on
Certificate

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

The Commission, the Commonwealth of
Pennsylvania and the State of New Jersey

OR

Any organization where required by written
contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICY NUMBER: Must Match GL Policy Number
on Certificate

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The Commission, the Commonwealth of Pennsylvania and the State of New Jersey or Any organization where required by a written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: Must Match GL Policy Number
on Certificate

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: The Commission, the Commonwealth of Pennsylvania and the State of New Jersey or Any organization where required by a written contract
Location And Description of Completed Operations: All Locations
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 2018 by and between the Delaware River Joint Toll Bridge Commission, Bucks County, Pennsylvania, hereinafter called COMMISSION, and

a Corporation known as _____ Organized and existing under the laws of the State of the Commonwealth of Pennsylvania and/or New Jersey.

--or--

a Partnership known as
consisting of the following members:

--or--

an Individual

trading as

hereinafter called CONTRACTOR.

WITNESSETH, that COMMISSION and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified in the Contract Documents including all ancillary work as required to complete this Project.

Article 2. ENGINEER

The Chief Engineer of the Delaware River Joint Toll Bridge Commission and/or his designee who will assume such duties and responsibilities as assigned to him and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents for such assigned duties.

Article 3. CONTRACT TIME

3.1 Time is of the essence. This Project's Milestone dates, based on a Contract Award date of March 26, 2018, are:

3.1.1 Notice of Award and Limited Notice to Proceed date: March 27, 2018.

3.1.2 Contractor's compliance, execution and return of all acceptable documents prerequisites to issuance of the Notice to Proceed as set forth in the Contract Documents: April 24, 2018.

3.1.3 Subject to the Contractor's meeting, the milestone date listed under 3.1.2 above, Notice to Proceed will be issued by the Commission by: May 1, 2018.

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- 3.1.4 1799 Building Construction Substantial Completion: October 1, 2018.
 - 3.1.5 1799 Building Construction Completion: October 31, 2018.
 - 3.1.6 Administration Building Construction and Substantial Completion: July 17, 2019.
 - 3.1.7 Administration Building Final Completion: July 31, 2019.
- 3.2 Liquidated Damages: COMMISSION and CONTRACTOR recognize that time is of the essence of this Agreement and that COMMISSION will suffer financial loss if the Work is not substantially complete and finalized (project close-out) within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by COMMISSION if the 1799 Building and the Administration Building Completion, Beneficial Occupancy, Substantial Completion and Final Completion Milestone dates as specified in paragraph 3.1 above along with the corresponding requirements specified in Section 010150 are not met. Accordingly, instead of requiring any such proof, COMMISSION and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay COMMISSION in accordance with the following:
- 3.2.1 \$2,000.00/ work day beyond the time specified for EACH SUBSTANTIAL COMPLETION in Paragraph 3.1 above.
 - 3.2.2 \$4,000.00/work day for the Contractor's failure to achieve EACH FINAL COMPLETION under this contract by the time specified for final completion in Article 3.1 of this Agreement.

Article 4. CONTRACT PRICE

COMMISSION shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in lawful money of the United States of America in accordance with CONTRACTOR's Unit Price or Lump Sum Bid.

Article 5. PAYMENT

CONTRACTOR shall submit applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. COMMISSION shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the unit prices bid and/or the schedule of values provided for in paragraph 14.1 of the General Conditions.

Article 6. (Not Used)

Article 7. GUARANTEE PERIOD

CONTRACTOR shall warrant and guarantee his Work, materials and equipment in accordance with Article 13 of the General Conditions for a period of two years from the date of COMMISSION's approval of the Certificate of Substantial Completion issued by ENGINEER except where a longer period is listed in the specifications.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce COMMISSION to enter into this Agreement, CONTRACTOR makes the following representations:

- 8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 8.2 CONTRACTOR further covenants and warrants that he has had sufficient time to examine the site of the Work; that he has examined the sites of the Work; and that he has based the within contract prices on his own independent examination and investigation of the sites, subsurface materials, and conditions and has not relied on any subsurface information furnished to him by COMMISSION or ENGINEER.
- 8.3 CONTRACTOR has correlated the results of such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 8.4 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between COMMISSION and CONTRACTOR consist of the following:

- 9.1 Instructions to Bidders
- 9.2 Proposal
- 9.3 This Agreement
- 9.4 Notice to Contractors
- 9.5 Non-Collusion Affidavit
- 9.6 Certificate of Eligibility
- 9.7 Certificate of Compliance with Affirmative Action Plan
- 9.8 Prevailing Wage Rates

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- 9.9 Addenda
- 9.10 Performance, Payment and Maintenance Bonds
- 9.11 General Conditions
- 9.12 Supplementary Conditions
- 9.13 Specifications: Project Manual
- 9.14 Drawings: consisting of all plans titled Contract No. T-707A Commission Administration Building at Scudder Falls and Adaptive Reuse of the 1799 Building, and all referenced drawings (to be used as reference only for contractor use).
- 9.15 Subcontractors List
- 9.16 Bidder's References
- 9.17 Contractor's Responsibility Certification
- 9.18 IBE Required Forms
- 9.19 Certificate of Compliance with Insurance and Indemnification Requirements
- 9.20 Insurance Broker / Carrier Letter
- 9.21 Homeland Security I-9 Forms Certification
- 9.22 Any Modification, including Change Orders, duly delivered after execution of the Agreement.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 1 of the General Conditions).

Article 10. MISCELLANEOUS

- 10.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.3 COMMISSION and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal

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representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 11. DUPLICATE ORIGINALS

- 11.1 Three (3) duplicate original copies of the Agreement and all other Contract Documents shall be signed by the COMMISSION and Contractor for the execution of this contract.

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SCHEDULE OF PRICES

Item Number	Description	Unit	Total Cost / Item in Words and Figures
1	General Requirements, Mobilization, Performance and Payment Bonds, Insurance	Lump Sum	_____ _____ Dollars (\$ _____)
2	General Construction Work	Lump Sum	_____ _____ Dollars (\$ _____)
3	Mechanical Construction Work	Lump Sum	_____ _____ Dollars (\$ _____)
4	Plumbing Construction Work	Lump Sum	_____ _____ Dollars (\$ _____)
5	Electrical Construction Work	Lump Sum	_____ _____ Dollars (\$ _____)
6	Maintenance Bond	Lump Sum	_____ _____ Dollars (\$ _____)
7	*Allowance for Unforeseen Conditions	Lump Sum	One Million Dollars (\$1,000,000.00)
8	**PDA (pre-determined Amount) For Lobby Sculpture	Lump Sum	Fifty Thousand Dollars (\$50,000.00)
9	***Unit Price #1: Building Subgrade Remediation	Lump Sum	_____ _____ Dollars (\$ _____)
10	***Unit Price #2: Parking Lot Stone Base Remediation	Lump Sum	_____ _____ Dollars (\$ _____)

TOTAL BID AMOUNT _____ **Dollars**
 (\$ _____)

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* The Allowance is to be included in the Total Bid Amount. For each reduction in the allowance an "Allowance Reduction" form will be issued showing the remaining balance. All parties will sign the reduction form (similar to a change order). After project completion, any unused allowance will be credited back to the Owner via a deduct change order, reducing the Total Bid Amount accordingly.

** The PDA #1 (pre-determined Amount) For Lobby Sculpture is to be included in the Total Bid Amount.

***UNIT PRICES:

We the undersigned, agree, if awarded the Contract, to perform additional work or delete work at the Unit Prices set forth below. Unit Prices are for the Work that is in addition to or is deleted from the Base Bid Work.

A. General Construction: Materials in place including all labor, equipment, material, mark-ups, etc.

1. Unit Price #1: Building Subgrade Remediation:

Excavate soft areas of subgrade not capable of compaction in place. Properly dispose of unsuitable material off-site. Backfill with structural fill and compact to density equal to or greater than requirements for structural fill material as specified in Section 312323-3.2.D. Base Bid to include 2,000 Cubic Yards of Subgrade Remediation. Unit Price shall be used as an ADD or DEDUCT from the Base Bid quantity.

\$ _____ (Unit Cost) x 2,000 Cubic Yards = \$* _____

*Include this \$ amount in Line 9 of the Schedule of Prices table.

2. Unit Price #2: Parking Lot Stone Base Remediation

Excavate soft areas of paving subbase in areas of the existing paved parking lot where the existing stone base does not meet the compaction requirements for paved surfaces. Properly dispose of unsuitable material off-site. Provide aggregate over prepared substrate to required compaction thickness as specified in Section 321123-3.1.B.2 and Drawing C-100.1. Base Bid to include 500 Cubic Yards of Parking Lot Stone Base Remediation. Unit Price shall be used as an ADD or DEDUCT from the Base Bid quantity.

\$ _____ (Unit Cost) x 500 Cubic Yards = \$** _____

**Include this \$ amount in Line 10 of the Schedule of Prices table.

The Total Bid Amount shall be the arithmetically correct sum of all line items in the Schedule of Prices table.

Accompanying this Proposal is a certified check or bid bond made payable to the "Delaware River Joint Toll Bridge Commission" in the sum of ten percent (10%) of the Contract price which the undersigned agree that its amount, or portion thereof, is to be forfeited as specified in the Contract Documents, if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project, or furnish the bond and insurance certificates required within the stipulated time; otherwise, the bid security will be returned to the undersigned.

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IN WITNESS WHEREOF, the parties hereto have signed three (3) copies of this Agreement. One duplicate original each has been delivered to COMMISSION, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by COMMISSION and CONTRACTOR or by ENGINEER on their behalf.

CONTRACTOR:

Delaware River Joint
Toll Bridge Commission,
Bucks County, Pennsylvania

_____/s/
President

Recommended for Approval

_____/s/
Treasurer

_____, 20____

Roy W. Little, PE
Chief Engineer

(CORPORATE SEAL)

Attest:

Joseph Resta
Executive Director

_____/s/
Secretary

_____/s/
Treasurer

Address for Giving Notices:

Delaware River Joint
Toll Bridge Commission
2492 River Road
New Hope, PA 18938-9519

Address for Giving Notices:

Agent for Service of Process:

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as
Principal (the "Principal"), and _____, a corporation organized and existing
under laws of the _____ of _____, with a principal office at _____
_____, and authorized to do business in the Commonwealth of Pennsylvania and State of New
Jersey, as Surety (the "Surety"), are held and firmly bound unto the Delaware River Joint Toll Bridge
Commission as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of
_____ Dollars (\$ _____) lawful money of the United States of America, for
the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Proposal, dated
_____, 20__ (the "Proposal"), for Work in Pennsylvania and New Jersey, pursuant to plans,
Specifications and other related contract documents, which are incorporated into the Obligee's Request for
Proposals by reference (the "Contract Documents"); and

WHEREAS, the Obligee, is a "Contracting Body" under provisions of Act No. 385 of the General
Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known
as and cited as the "Public Works Contractors' Bond Law of 1967" (the "PA Act"); and

WHEREAS, the PA Act, in Section 3(a), requires that, before an award shall be made to the
Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee,
with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance
with the Proposal; and

WHEREAS, the Obligee is a "State Agency" under the provisions of the New Jersey statutes
governing bonding for public construction contracts (N.J.S.A 2A:44-143, et. seq) (the "NJ Act"); and

WHEREAS, the NJ Act, in N.J.S.A 2A:44-143, requires that, before an award shall be made to the
Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee,
with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance
with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by
the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall
furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with

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the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant or beneficiary supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished, labor supplied or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the PA Act and NJ Act, shall be solely for the protection of claimants and beneficiaries supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement and is conditioned for the prompt payment of all such materials furnished and labor supplied or performed in the prosecution of any portion of the work. The term "claimant", when used herein and as required by the PA Act, shall mean any individual, firm, partnership, association or corporation. The term "beneficiary", when used herein and as required by the NJ Act, shall mean any subcontractors or material suppliers in contract with the Principal, or subcontractors or material suppliers in contract with a subcontract to the Principal. The phrase "labor or materials" when used herein and as required by the PA Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the PA Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

The Principal and the Surety agree that any claimant or beneficiary, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, may institute an action upon this Bond in Pennsylvania by complying with the PA Act or in New Jersey by complying with the NJ Act.

This Bond is executed and delivered under and subject to the PA Act and NJ Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to

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the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any claimant or beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth of Pennsylvania from said Principal or any foreign corporation, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

In the event that the Obligee incurs legal fees (e.g., fees of attorneys, paralegals and other legal professionals) for actual or potential default or enforcement of its rights under the Agreement or Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

[signature page follows]

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IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this ____ day of _____, 20__.

(Individual Principal)

(Signature of Individual) (SEAL)

WITNESS:

Trading and Doing Business as

(Partnership Principal)

WITNESS:

(Name of Partnership)

BY: _____ (SEAL)
Partner

BY: _____ (SEAL)
Partner

BY: _____ (SEAL)
Partner

(Corporate Principal)

ATTEST:

(Name of Corporation)

Secretary (Assistant Secretary)

BY: _____
President (Vice President)

(CORPORATE SEAL)

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(Joint Venture)

(Name of Joint Venture Companies)

Attest: _____

*By: _____
Authorized Representative

Attest: _____

*By: _____
Authorized Representative

*Authorized representatives for both joint venture companies are required to execute this Payment Bond on behalf of the joint venture.

or (if appropriate)

WITNESS:

(Name of Corporation)

*BY: _____
(Authorized Representative)

* Attach appropriate proof, with raised corporate seal, dated as of the same date as the Bond, evidencing authority to execute on behalf of the Corporation.

(Corporate Surety)

WITNESS:

(Name of Corporation)

**BY: _____
(Attorney-in-Fact)

** Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the “Principal”), and _____, a corporation organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania and State of New Jersey, as Surety (the “Surety”), are held and firmly bound unto the Delaware River Joint Toll Bridge Commission as Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Proposal, dated _____, 20____ (the “Proposal”), for Work in Pennsylvania and New Jersey pursuant to plans, Specifications and the other related contract documents, which are incorporated into the Obligee’s Request for Proposals by reference (the “Contract Documents”); and

WHEREAS, the Obligee is a “Contracting Body” under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the “Public Works Contractors’ Bond Law of 1967” (the “PA Act”); and

WHEREAS, the PA Act, in Section 3(a), requires that, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, the Obligee is a “State Agency” under the provisions of the New Jersey statutes governing bonding for public construction contracts (N.J.S.A 2A:44-143, et. seq.) (the “NJ Act”); and

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WHEREAS, the NJ Act, in N.J.S.A 2A:44-143, requires that, before an award shall be made to the Principal by the Oblige in accordance with the Proposal, the Principal shall furnish this Bond to the Oblige, with this Bond to become binding upon the award of a contract to the Principal by the Oblige in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Oblige; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Oblige, and if the Oblige shall make an award to the Principal in accordance with the Proposal, then the Principal and the Oblige shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Oblige and all of its officers, agents and employees from any and all costs and damages, including, but not limited to, liquidated damages which the Oblige and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Oblige any and all costs and expenses which the Oblige and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, reasonable legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, consequential, incidental and delay damages resulting from such default or failure of the Principal, liquidated damages in accordance with the Contract Documents and actual damages caused by delayed performance or non-performance of the Contract if liquidated damages are not provided for in the Contract, and (b) if the Principal shall remedy, without cost to the Oblige, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Oblige of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Oblige or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, reasonable legal fees and professional fees resulting from the default or failure of Principal, consequential, incidental and delay damages resulting from such default or failure of the Principal, liquidated damages in accordance with the Contract Documents and actual damages caused by delayed performance or non-performance of the Contract if liquidated damages are not provided for in the Contract, shall be payable by Principal and Surety upon demand of Oblige; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

This Bond is executed and delivered under and subject to the PA Act and NJ Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Oblige of any extensions of time for the performance of the

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Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth of Pennsylvania from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

In the event that the Obligee incurs legal fees for actual or potential default or enforcement of its rights under the Agreement or Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

[signature page follows]

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IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered
this ____ day of _____, 20__.

(Individual Principal)

_____(SEAL)
(Signature of Individual)

WITNESS:

Trading and Doing Business as

* * * * *

(Partnership Principal)

WITNESS:

(Name of Partnership)

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

By: _____(SEAL)
Partner

* * * * *

(Corporate Principal)

ATTEST:

(Name of Corporation)

Secretary (Assistant Secretary)

By: _____(SEAL)
President (Vice President)

(CORPORATE SEAL)

(Joint Venture)

(Name of Joint Venture Companies)

Attest: _____

*By: _____
Authorized Representative

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Attest: _____

*By: _____
Authorized Representative

*Authorized representatives for both joint venture companies are required to execute this Performance Bond on behalf of the joint venture.

or (if appropriate)

WITNESS:

(Name of Corporation)

*By: _____
(Authorized Representative)

*Attach appropriate proof, with raised corporate seal, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

* * * * *

(Corporate Surety)

WITNESS:

(Name of Corporation)

**By: _____
(Attorney-in-Fact)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety

WAIVER OF LIENS / MECHANICS' LIEN WAIVER

IN THE COURT OF COMMON PLEAS
OF _____ COUNTY, PENNSYLVANIA

DELAWARE RIVER JOINT	:	
TOLL BRIDGE COMMISSION	:	
OWNER/PLAINTIFF	:	_____ TERM, 20__
VS.	:	NO.
	:	
_____	:	MECHANICS' LIEN DOCKET
CONTRACTOR/DEFENDANT	:	
AND	:	
	:	
_____	:	MECHANICS' LIEN DOCKET
CONTRACTOR/PLAINTIFF :	:	
VS.	:	
	:	
DELAWARE RIVER JOINT	:	
TOLL BRIDGE COMMISSION	:	
OWNER/DEFENDANT	:	

STIPULATION AND WAIVER OF LIENS
INSTRUMENT WAIVING RIGHT TO FILE MECHANICS' CLAIMS

CONTRACT: Agreement between Owner and Contractor dated _____, 20__.

PROJECT: Commission Administration Building at Scudder Falls
and Adaptive Reuse of the 1799 Building
(The "Project")

PROPERTY/PROJECT SITE: Woodside & Taylorsville Roads
Lower Makefield Township, Bucks County, PA18042

1. Contractor acknowledges and agrees that the above referenced Project will directly benefit the public and constitutes a purely public purpose, and that under the Pennsylvania Mechanics' Lien Law no mechanics' liens are allowed to be filed against the Project or Property. Nevertheless, in order to further preclude any attempt by any Subcontractor, Sub-subcontractor, materialman, or any other person furnishing labor or materials to for the Project (collectively, "**Subcontractors**") from filing a notice of claim of lien or any complaint thereon with respect to the Project, the Contractor has executed this Stipulation and Waiver of Liens.

2. In consideration of the Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to the fullest extent permitted by applicable law,

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Contractor hereby stipulates and agrees that no Subcontractor, Sub-subcontractor, materialman, or any other person furnishing labor or materials to for the Project, shall file a lien, commonly called a mechanics' lien, or claim a lien for any and all amounts that are, from time-to-time, owed by the Owner, with respect to the Project or Property, or any improvements thereon, or any leasehold interests therein, or any part thereof, for any labor or materials furnished with respect to the Project. All Subcontractors shall look to and hold the Contractor solely liable for all fees and costs payable under all subcontracts, sub-subcontracts (of any tier), purchase orders and invoices for any and all labor or materials furnished to the Project or Property or any improvements thereon, so that there shall not be any legal or lawful claim of any kind whatsoever against the Owner or Property for or about the erection, construction and completion of the Project, or with respect to the labor and materials furnished in connection with the Project or any part thereof.

3. This Stipulation and Waiver of Liens, waiving the right of lien, shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any change order, supplemental contract or arrangement for extra work in connection with the Project.

4. In the event any Subcontractor files any notice of mechanics' lien or claim of lien, or any complaint thereon, such Subcontractor hereby irrevocably waives any right to jury trial in any action to strike or discharge the lien.

5. Without limitation of the foregoing, this Stipulation and Waiver of Liens is made and intended to be filed with the Office of the Prothonotary of the county or counties in which the Property is located in accordance with the requirements of Section 402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania (49 P.S. § 1402), as amended and supplemented.

6. Each of the terms, provisions, covenants, conditions of this Stipulation and Waiver of Liens shall be binding upon and inure to the benefit of Owner, Contractor, and each Subcontractor, and their respective heirs, executors, administrators, successors and assigns.

7. In order to give the Owner full power and authority to protect itself and the Property and Project against any and all claims filed by any Subcontractor, the Contractor, for itself and all Subcontractors and other persons or entities acting through it, hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear for it or any of them, in any of the said Courts of Common Pleas as attorney for it and in its name, mark any and all claims satisfied of record at the cost and expense of the Contractor, including, without limitation, all legal fees (e.g., fees of attorneys, paralegals, and any other legal professionals) related thereto, any and all claims or claim, lien or liens, filed by or for any Subcontractor in violation of the foregoing covenant, or in its or their name against the Property or Project or any part thereof. For such act or acts this shall be a good and sufficient warrant and authority, and a reference to the Court, Term, and Number in which and where this Stipulation and Waiver of Liens shall has been filed shall be a sufficient exhibit of the authority herein contained to warrant such action, and the Contractor does hereby remise, release and quit-claim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in any way concerning the same.

8. In the event of a dispute between the Contractor and the Owner, to the extent that the Owner incurs any legal fees, professional fees, or other costs or expenses in defending, removing, marking satisfied any mechanics' liens or any other expenses incurred by Owner in connection with mechanics' lien claims and/or judgments related to the Project, the Contractor will be solely responsible for those amounts incurred by the Owner, which will be deducted to the extent available, from any

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MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

(Name of Contractor)

(Address of Contractor)

a

(Corporation, Partnership, Individual)

hereinafter called Principal, and _____

(Name of Surety)

_____, a
company appearing on the U. S. Treasury Department's most current list (Circular 570, as amended) and
authorized to transact business in Pennsylvania, hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____ (the full cost of
materials and labor required to fulfill the Specifications), in lawful money of the United States, for the
payment of which sum well and truly to be made, we find ourselves, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with the Owner, dated the _____ day of _____ 20_____ (the
"Contract"), a copy of which is hereto attached hereto and made a part hereof for the construction of: _____

KNOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said Contract during the original term
thereof, and any extensions thereof which may be granted by the OWNER, with or without Notice of the
Surety and during the two year Guarantee Period, and if he shall satisfy all claims and demands incurred
under such Contract with respect to defaults resulting from the Principal's faulty workmanship or from
his failure to comply with the Specifications, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay the OWNER for outlay and expense which the OWNER may incur in making good any default;
from this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, Surety shall assume and perform any and all obligations of Principal upon
Principal's failure or refusal to fulfill its obligations under this bond.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be
performed thereunder or the Specifications accompanying the same shall in any way affect its obligation
on this Bond, and it does hereby waive Notice of any such change, extension of time, alteration or

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addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED FURTHER that should OWNER be required to institute legal proceedings in order to collect any funds under this bond, Principal shall be responsible for attorney's fees and court costs incurred by OWNER.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20 ____.

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

BY:

(Address)

Witness as to Principal

(Address)

ATTEST:

(Surety)

BY:

(Attorney-In-Fact)

(Address)

(Address)

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GENERAL CONDITIONS

ANY MODIFICATIONS, CHANGES, DELETIONS OR ADDITIONS TO THESE GENERAL CONDITIONS ARE ADDRESSED IN SECTION 00800, SUPPLEMENTARY CONDITIONS.

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

AGREEMENT - The written agreement between the COMMISSION and the CONTRACTOR covering the Work to be performed. The Contract Documents will be attached to and made a part of the Agreement.

APPLICATION FOR PAYMENT - The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of the CONTRACTOR that progress payments theretofore received from the COMMISSION on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR's obligations incurred in connection with the Work covered by all prior applications for payment.

ARCHITECT- All references to the Architect on this project shall refer to the ENGINEER.

BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Any individual firm or corporation submitting a proposal for the contemplated work, acting directly or through a duly authorized representative.

BONDS - Bid, Performance, Maintenance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and its Surety in accordance with the Contract Documents.

CHANGE ORDER - A written order approved by the Executive Director and issued by the ENGINEER to the CONTRACTOR after execution of the Contract authorizing one (1) or more of the following: changes in the Work, adjustment in the basis of payment for the Work affected by the changes, or adjustment in the Contract time.

COMMISSION - The Delaware River Joint Toll Bridge Commission (DRJTBC), party to the Contract, a body corporate and politic, created by an agreement entitled "Agreement between the Commonwealth of Pennsylvania and the State of New Jersey creating the Delaware River Joint Toll Bridge Commission as a Body Corporate and Politic and Defining its Powers and Duties", such agreement being executed on behalf of the Commonwealth of Pennsylvania by its Governor on December 18, 1934, as amended and supplemented.

CONTRACT DOCUMENTS - The Notice to Contractors, Instruction to Bidders, Proposal, Sub-Contractor's List, Non-Collusion Affidavit, Certificate of Eligibility, Bidder's References, Contractor Responsibility Certification, IBE Required Forms, Certificate of Compliance with Affirmative Action Program, Certification of Compliance with Insurance and Indemnification Requirements, Insurance Broker or Insurance Carrier Letter, Homeland Security I-9 Form Certification, Agreement, Performance and Payment Bonds, Maintenance Bond, General Conditions, Supplementary Conditions, Drawings,

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Specifications, Prevailing Wages Rates, and Addenda shall form the Contract Documents, and the provisions thereof shall be binding upon the parties hereto as if they were fully set forth herein.

CONTRACT PRICE - The total moneys payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME - The number of consecutive calendar days stated in the Agreement for the completion of Work.

CONTRACTOR - The person, firm, or corporation undertaking the execution of the work under the terms of the Contract, and primarily liable for the acceptable performance of the work contracted for and also for the payment of all legal debts pertaining thereto, acting directly or through an authorized lawful agent or employee.

DAY - The word "day", unless otherwise indicated in the Contract Documents, shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

DRAWINGS OR CONTRACT DRAWINGS - The drawings which show the character and scope of the Work to be performed and which have been prepared by the ENGINEER.

DUPLICATE ORIGINAL COPY - An original copy of the executed Contract Documents which includes the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement.

EMERGENCY - A temporary unforeseen occurrence or combination of circumstances which endangers life or property and calls for immediate action or remedy.

ENGINEER - The Chief Engineer of the Delaware River Joint Toll Bridge Commission and/or its designee.

EXECUTIVE DIRECTOR - The Executive Director of the Delaware River Joint Toll Bridge Commission.

FIELD ORDER - A written order issued by the ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

IDENTIFIED BUSINESS ENTERPRISE – (IBE) - A business enterprise certified by the Commonwealth of Pennsylvania's Department of General Services, Bureau of Minority and Women Business Opportunities ("BMWBO"), the Pennsylvania Unified Certification Program ("PAUCP"), the State of New Jersey Department of Treasury, the New Jersey Unified Certification Program ("NJUCP"), or other certification programs acceptable to the Commission, as being a traditionally disadvantaged enterprise in connection with public contracts. Such business enterprises include, but are not limited to, a Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), Small Business Enterprise ("SBE"), Disadvantaged Business Enterprise ("DBE"), Disabled Business Enterprise (DsBE) or Veteran Business Enterprise ("VBE"). Full information on the Commission's Contract Compliance Program along with a copy of the necessary Contract Compliance Plan submission forms can be found on the Commission's website under the heading *Doing Business*.

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MAINTENANCE BOND - The approved form for a two (2) year Maintenance Bond to the Commission for 100% of the final contract price.

MODIFICATION - (a) A written amendment of the Contract Documents signed by both parties; (b) a Change Order; (c) a written clarification or interpretation issued by the ENGINEER in accordance with paragraph 9.3; or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. A modification may only be issued after execution of the Agreement.

NOTICE - The term, Notice, as used herein, shall mean written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known business address of the person, firm or corporation for whom intended; or to its, their, or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm, or corporation at its, their, or its last known business address and deposited in a United States mail box.

NOTICE OF INTENT TO AWARD - The written notice by the COMMISSION to the CONTRACTOR that the CONTRACTOR is the apparent low Bidder and that upon compliance with the conditions precedent to be fulfilled by the CONTRACTOR within the time specified, the COMMISSION may execute and deliver the Agreement to him.

NOTICE TO CONTRACTORS – The notice published in newspapers and other publications announcing the time and place for the opening of bids for the work to be done.

OWNER - The Delaware River Joint Toll Bridge Commission also identified as COMMISSION in these documents.

PERFORMANCE AND PAYMENT BONDS - The approved form of security furnished by the CONTRACTOR and its Surety as a guaranty on the part of the CONTRACTOR to execute the work in accordance with the terms of the Contract Documents, and to pay for materials and labor.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

PROJECT MANUAL - The volume usually assembled for the Work which may include the bidding requirements, sample forms, conditions of contract and specifications.

RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the ENGINEER who is assigned to the Project site or any part thereof.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material or some portion of the Work.

SPECIFICATIONS - The directions, provisions, and requirements contained herein or attached hereto, together with all written agreements made or to be made, setting out or relating to the method and manner of performing the work, or to be the quantities and qualities of materials and labor to be furnished by the CONTRACTOR.

SUBCONTRACTORS - A person, firm, or corporation supplying equipment, labor and/or materials for work under subcontract at the site of the project.

SUBSTANTIAL COMPLETION - The date as certified by the ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed (when all entities, materials of this Contract are 100 percent installed and operating), in accordance with the Contract Documents, so that the Project

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or specified part thereof can be utilized for the purposes for which it was intended, or, if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

SUPERINTENDENT - The CONTRACTOR'S Superintendent in charge of the Project.

SURETY - The individuals or corporate body which is/are bound with and for the CONTRACTOR for acceptable performance of the Contract and for its payment of all debts pertaining to the work.

WORDS - DIRECTED, REQUIRED, APPROVED, ACCEPTABLE - Whenever they refer to the Work or its performance, the words: directed, required, permitted, ordered, designated, prescribed, and words of like import, shall imply: the direction, requirement, permission, order, designation or prescription of the ENGINEER; and: approved, acceptable, satisfactory, in the judgment of, and words of like import, shall mean approved by, acceptable or satisfactory to, and in the judgment of the ENGINEER.

WORK - The term, Work, as used herein, includes all work which, in the judgment of the ENGINEER, is necessary to the completion of the project under the Contract Documents in their present form, and includes all plant, labor, materials, equipment, and other facilities and things necessary or proper for or incidental to the carrying out and completion of the terms of this Contract.

ARTICLE 2 - PRELIMINARY MATTERS

Award:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose qualifications indicate the award will be in the best interest of the COMMISSION and whose proposal complies with all the prescribed requirements. No Notice of Award will be given until the COMMISSION has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the COMMISSION within the time prescribed. The COMMISSION reserves the right to reject the Bid of any Bidder who does not pass such investigation to the COMMISSION's satisfaction. In analyzing Bids, the COMMISSION may take into consideration alternates and unit prices, if requested by the Bid Forms. If the Contract is awarded, the COMMISSION will give the successful Bidder a Notice of Award within the time indicated in the Instructions to Bidders.

2.1.1 **Pre-Purchase Of Material:** Upon receipt of Notice of Award & Limited Notice to Proceed letter, prepare necessary shop drawings and order all long lead materials to meet the Project Schedule included in the Agreement. If the Notice to Proceed is not issued due to no fault of the Contractor, the Commission will purchase the material and reimburse the Contractor in accordance with these General Conditions and Payment Procedures section 012900.

Execution of Agreement:

2.2 Three (3) duplicate originals of the Agreement and such other Contract Documents as practicable will be signed by the COMMISSION and the CONTRACTOR per Article 3, Contract Time of the Agreement. The ENGINEER will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. The COMMISSION, the CONTRACTOR, and the ENGINEER will each receive an executed duplicate original copy of the Contract Documents.

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Delivery of Bonds and Insurance:

2.3 The COMMISSION may, at any time during the ninety (90) day period following the opening of Bids, give Notice of Intent to Award the Contract to the bidder designated by the COMMISSION as the apparent lowest responsible bidder for such Work. The Bidder so designated shall furnish to the COMMISSION (by delivery to the ENGINEER unless the COMMISSION's Notice of Intent to Award designates a different place of delivery) the required Payment and Performance Bond and Certificates of Insurance and any additional affidavits or documents required by the Contract Documents. Failure of the apparent lowest responsible bidder to deliver the Bonds within the prescribed period shall be just cause for the COMMISSION to declare the Bid Security amount or portion thereof forfeited in accordance with paragraph 2.4. The COMMISSION may, in its sole discretion, award the Contract to said Bidder, following receipt of said properly executed Bonds.

2.3.1 Delivery of paragraph 2.3 requirements shall be made within five (5) working days after the date of Notice of Intent to Award.

Forfeiture of Bid Security:

2.4 Failure of the successful Bidder to execute and deliver the Agreement within the designated period shall be just cause for the COMMISSION to annul the Notice of Award and the Bid Security amount, or portion thereof, of that BIDDER will be forfeited to pay to the COMMISSION the difference, not to exceed the Bid Security amount, between the amount specified in said bid and such larger amount for which the COMMISSION may in good faith contract with another party to perform the Work specified in the Contract Documents..

2.4.1 The designated period shall be defined as within ten (10) days of the Notice of Award.

Before Starting Work:

2.5 The CONTRACTOR shall submit to the ENGINEER, before starting the Work for review in accordance with the General Requirements, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of shop drawing submissions, samples and certifications. CONTRACTOR shall provide the name of the person responsible for the progress schedule.

2.5.1 Superintendent Qualifications:

2.5.1.1 The CONTRACTOR's superintendent shall be one who is experienced in projects of this size and type; shall be capable of maintaining cooperation with all CONTRACTORS on the Project; shall possess ability to keep Work on schedule; and shall be able to keep the Project clean, at all times, of debris. CONTRACTOR shall provide the name and qualifications of the superintendent to the ENGINEER.

2.6 Before starting the Work, the CONTRACTOR will furnish the COMMISSION and the ENGINEER certificates of insurance as required by Article 5 and Article 2.3.1. A conference will be held to review the project schedule, to establish procedures for handling shop drawings and other submissions and for processing applications for payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the COMMISSION or representative, the ENGINEER, the Resident Project Representative, the CONTRACTOR, representative of major subcontractors as requested by the ENGINEER and the Superintendent.

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2.7 Before undertaking the Work, the CONTRACTOR will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. Contractor will at once report in writing to the ENGINEER any conflict, error or discrepancy which may be discovered. The CONTRACTOR assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

Commencement of Contract Time; Notice to Proceed:

2.8 The Contract Time will commence to run on the day indicated in the Notice of Award and Limited Notice to Proceed. A Notice to Proceed will not be issued until the CONTRACTOR delivers to the COMMISSION required documentation as required by Article 5.

Qualifications of Subcontractors, Materialsmen and Suppliers:

2.9 Prior to the Notice of Award, the ENGINEER will notify the apparent low Bidder in writing if either the COMMISSION or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the COMMISSION or the ENGINEER to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents. Nothing in this paragraph shall obligate the COMMISSION or ENGINEER to investigate a subcontractor or material supplier for the benefit of the Prime Contractor.

2.10 If, prior to the Notice of Award, the COMMISSION or the ENGINEER has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the apparent low Bidder may, prior to Notice of Award either: (a) submit an acceptable substitute without an increase in its Bid Price; or (b) withdraw its Bid and not forfeit its Bid Security. If, after the Notice of Award the COMMISSION or the ENGINEER refuses to accept any Subcontractor, person or organization on such list, the CONTRACTOR will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

Starting the Work:

2.11 The CONTRACTOR shall submit a schedule of values as required by paragraph 14.1.

Starting the Work:

2.12 The CONTRACTOR will start the Work in accordance with the requirements of the Notice to Proceed.

Copies of Documents:

2.13 The CONTRACTOR will be supplied by the ENGINEER with one (1) original set and two (2) additional copies of the Contract Documents, one (1) set of which shall be available at all times at the work site.

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2.14 The successful Bidder shall furnish to the COMMISSION (by delivery to the ENGINEER unless the COMMISSION'S Notice of Intent to Award designates a different place of delivery) within ten (10) days after the date of Notice of Intent to Award the required fully executed Waiver of Liens/Mechanic's Lien Waiver on a form acceptable to the COMMISSION, in its sole discretion. Failure of the apparent lowest responsible bidder to deliver the executed Waiver of Liens/Mechanic's Lien Waiver within the prescribed period shall be just cause for the COMMISSION to declare the Bid Security amount or portion thereof forfeited in accordance with paragraph 2.4. The COMMISSION may, in its sole discretion, award the Contract to said Bidder following receipt of said properly executed Waiver of Liens/Mechanic's Lien Waiver.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the COMMISSION and the CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR will call it to the ENGINEER's attention in writing before proceeding with the Work affected thereby. Figure dimensions in drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

3.3 Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the application of either party, the Contract Documents shall forthwith be altered to make such insertion.

ARTICLE 4 - AVAILABILITY OF LANDS

4.1 The CONTRACTOR may need to provide additional lands for temporary construction facilities or storage of materials and equipment. The CONTRACTOR shall not utilize any lands until CONTRACTOR shall place on file with the COMMISSION a written agreement, executed by the property owner and the CONTRACTOR, which shall clearly state the terms and conditions under which the CONTRACTOR has obtained permission or right to such use. Filing of such agreement with the COMMISSION shall not effect or imply enforcement of agreement terms and conditions by the COMMISSION.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Payment and Maintenance Bonds:

5.1 The CONTRACTOR will furnish a Performance and Payment Bonds within five (5) working days of Notice of Award as security for the faithful performance and payment of all CONTRACTOR obligations under the Contract Documents. These Bonds shall be in amounts as shown in the Instructions to Bidders and in the form and with such sureties as are acceptable to the COMMISSION. Prior to execution of the Contract Documents, the COMMISSION may require the CONTRACTOR to furnish such other Bonds, in such form and with such sureties as it may require. If such Bonds are required by written instructions given prior to opening of Bids, the premiums shall be paid by the CONTRACTOR, if

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subsequent thereto, they shall be paid by the COMMISSION. All bonds shall remain in effect until final payment has been made in accordance with paragraph 14.12 and at all times thereafter during the warranty period specified in paragraph 13.9. Separate Payment for the Performance and Payment Bonds will not be made. The cost of said Bonds shall be included in the Total Bid Amount, and as incidental to the items listed in the Schedule of Prices.

5.1.1 Maintenance Bond- Upon completion of all required work and prior to final payment the Contractor shall provide a two (2) year Maintenance Bond to the Commission for 100% of the final contract price. Payment for the Maintenance Bond will be made upon its receipt and approval by the Commission at the Bid Price, except that should the actual costs, as evidenced by the paid bills, be lower than the bid amounts, payment for the difference between the actual costs and the bid amounts shall not exceed twenty-five percent (25%) of the actual costs and will not be made until Project completion. Should the actual costs be higher than the bid amounts, there will be no additional compensation and payment will be made to Bid Price.

Insurance:

5.2 Insurance and Indemnification Requirements:

NOTE TO CONTRACTORS: CONTRACTORS ARE REQUIRED TO SUBMIT A SIGNED AND NOTARIZED LETTER FROM THEIR INSURANCE BROKER/AGENT STATING COMPLIANCE WITH THESE INSURANCE REQUIREMENTS AS NOTED UNDER THE "CERTIFICATE OF INSURANCE" HEADING OF THESE INSURANCE REQUIREMENTS.

Insurance:

Prior to commencement of any work under the Contract and until final completion and final payment is made for the work under the Contract (unless otherwise stated herein), Contractor (hereinafter the "Covered Party") shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of A-: Class VII or better, and furnish to the Commission Certificates of Insurance evidencing same.

Notwithstanding anything herein to the contrary, if any part of the work under this Contract is to be performed by a subcontractor, sub-subcontractor and/or agent of the Covered Party, the Covered Party (as applicable) shall be responsible for each subcontractor, sub-subcontractor and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each subcontractor, sub-subcontractor and/or agent, as specified in, and in accordance with, the paragraphs below. The Contract that the Commission is entering is solely with the Covered Party and the Covered Party shall be solely responsible for all acts or failures to act of each of its subcontractors, sub-subcontractors and/or agents as if the actions or failures to act are the actions or failures to act of the Covered Party. The Covered Party expressly acknowledges and agrees that the Commission's willingness to enter into the Contract is premised on the Covered Party taking responsibility for, and indemnifying, defending and holding harmless the Commission from and against, the acts and failures to act of each of their respective subcontractors, sub-subcontractors and/or agents. Nothing herein shall otherwise limit or alter the Covered Party's obligation to seek prior approval of subcontractors, sub-subcontractors and/or agents from the Commission, as such requirement may be set forth in the Contract.

1. Workers Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
 - b) Employers Liability Limits not less than:

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- Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$100,000 each employee
 - Bodily Injury by Disease: \$500,000 policy limit
 - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).
 - d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years following the final completion of the Contract.
 - c) The General Aggregate Limit must apply on a per location/per project basis.
 - d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements below).
 - e) Policy must include endorsement CG 22 79 Exclusion-Contractors-Professional Liability (only applicable to design-build contracts procured in accordance with PennDOT Publication 448 and construction contracts where a licensed P.E. is required to be utilized by the Covered Party).
 - f) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
3. Automobile Liability including Physical Damage:
- Coverage to include:
- a) Per Accident Combined Single Limit \$1,000,000
 - b) All Owned, Hired and Non-Owned Vehicles
 - c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
 - d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.
4. Commercial Excess/Umbrella Liability:
- a) Occurrence Limit: \$5,000,000
 - b) Aggregate Limit (where applicable): \$5,000,000
 - c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.

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- d) No Insured vs. Insured or “Cross Suits” Exclusion on the policy.
 - e) The Commercial Excess/Umbrella Liability Policy shall be following form.
5. Property of Covered Party:

All property, including, but not limited to, tools and equipment, that the Covered Party has at the job site or is owned by the Covered Party is the responsibility of the Covered Party. The Commission assumes no responsibility for the protection, maintenance, or repair of any property that the Covered Party has at the job site or that is owned by the Covered Party, including, but not limited to, tools or equipment.

All materials required by the Contract that can be damaged, stolen, or lost, must be insured by the Covered Party as any partial payments made to the Covered Party are deemed to be payment for such materials. Proof of coverage, including the transportation risk, with applicable limits of insurance may be required by the Commission to be reflected on a Certificate of Insurance. The transportation risk must be included.

ADDITIONAL COVERAGES AS NEEDED

6. Professional Liability Coverage:

The following minimum Limit of Insurance shall be required:

- a) Professional Liability - \$1,000,000 Per Occurrence/Per Claim

Policy terms and conditions shall include, without limitation, the following:

- i) The policy shall contain no coverage exclusion for claims arising out of pollution conditions or environmental damage under this Contract, or the Contractor, its subcontractors, subconsultants, and/or agents rendering of, or failure to perform, professional services under this Contract and the absence of such coverage exclusion shall be denoted on the Covered Party’s Certificate of Insurance.
- ii) In addition, the policy shall contain no coverage exclusions for claims arising out of mold, asbestos or silica under this Contract or as a result of the Contractor, its subcontractors, subconsultants, and/or agents performance or failure to perform under this Contract and the absence of such coverage exclusion shall be denoted on the Covered Party’s Certificate of Insurance.
- iii) Furthermore, the policy shall contain no coverage exclusions for claims arising out of the means and methods of construction and the absence of such coverage exclusion shall be denoted on the Covered Party’s Certificate of Insurance.

7. Pollution/Environmental Impairment Liability Coverage:

The following insurance shall be required for Contracts that involve the removal, transportation and/or disposal of hazardous materials:

- a) Limits of Insurance:
 - \$2,000,000 Per Occurrence/Per Claim
 - \$4,000,000 Per Occurrence/Per Claim – Policy Aggregate

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- b) Claims Made coverage must be maintained for a period of at least three (3) years following the final completion of the Contract.
- c) The Commission, the Commonwealth of Pennsylvania and the State of New Jersey shall be added as an additional insured, and the policy shall contain no insured vs. insured exclusion.
- d) The pollution/environmental impairment liability insurance shall include coverage for, without limitation:
 - 1. Bodily injury and property damage to third parties
 - 2. Natural resource damages
 - 3. Pollution clean-up costs, including restoration or replacement costs
 - 4. Defense costs
 - 5. Fines, penalties and punitive damages
 - 6. Transportation of waste material by or on behalf of the Covered Party
 - 7. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Covered Party for disposal of waste.
 - 8. Contractual Liability Coverage
 - 9. Lead, Silica, Asbestos and Mold Coverages
 - 10. Underground Storage Tank Coverage

All insurance coverage shall be maintained until all hazardous materials are disposed of in an EPA licensed disposal facility and federal, state and local environmental requirements and laws have been complied with, whether such compliance is the obligation of the Covered Party, subcontractors, the Commission or third parties.

All disposal facilities shall provide the Commission upon request and the Covered Party with written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$2,000,000 Per Occurrence/Per Claim, which covers all claims arising from the disposal facilities' handling and storage of hazardous materials. Pollution liability insurance for the transportation of the hazardous material shall be carried by the transporter with limits not less than \$2,000,000 Per Occurrence/Per Claim.

8. Watercraft Liability Insurance:

For those Covered Parties using WATERCRAFT, the following additional requirements apply:

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The Covered Party shall procure and maintain during the term of this Contract, at their own expense, watercraft liability coverage with either Marine Liability, Protection & Indemnity Coverage, or the Boats Endorsement 24 12 11 85, or comparable endorsement, on the General Liability Coverage:

Limit of Insurance: \$1,000,000 Per Occurrence/Annual Aggregate

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

For those Contracts that involve rigging (furnishing the material hoist service), Riggers Liability Insurance is to be supplied, either by separate policy or endorsement on the General Liability Policy.

Rigger's Liability Limit: \$2,000,000 Per Occurrence

10. Railroad Protective Liability Insurance:

Where construction is to be conducted within 50 feet of the railroad, the Covered Party shall be responsible to purchase Railroad Protective Liability coverage.

Deductibles and Self Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Covered Party. All deductibles and self-insured retentions must be shown on the Certificate of Insurance. The Commission will not accept any self-insured retentions on the Covered Party's General Liability Insurance policy. However, on all other lines of insurance the Covered Party and/or its subcontractor, sub-subcontractor and agents shall not have a self-insured retention greater than \$50,000 without the prior written approval of the Commission, which approval shall be requested by the Covered Party no later than fifteen (15) days prior to the submission of its bid.

Financial Rating of Insurance Companies:

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings of A- (Excellent); VII or better.

The Covered Party must notify the Commission of any change in the financial rating of its insurance carriers.

Primary Additional Insureds:

The Certificate of Insurance is to name the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as ADDITIONAL INSUREDS on the General Liability, Automobile Liability and Excess/Umbrella Liability Coverages, *and other liability coverages where applicable*.

The Certificate of Insurance must confirm that, at a minimum, the Covered Party's General Liability policy is endorsed with either ISO Form #CG 2026 11 85, or both ISO Form #CG 20 10 10 01 and ISO Form #CG 20 37 10 01, or equivalent manuscript endorsement. The Covered Party **must** attach a copy of its additional

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insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Covered Party's policies are **primary** and non contributory. The coverage offered to the Additional Insureds on the Covered Party's liability policies (including, without limitation, General Liability, Auto Liability, Pollution Liability (if applicable) and Excess/Umbrella Liability) shall be **primary** and non contributory coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

Covered Party shall continue to maintain the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as Additional Insureds for at least three (3) years following the final completion of the Contract.

30 Days Notice of Cancellation, Non-Renewal and Material Change:

Covered Party shall provide the Commission at least thirty (30) days' prior written notice in the event of cancellation, non renewal, modification, or material change to the policies by Certified Mail - Return Receipt Requested.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the Commission and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Covered Party waives all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- b. The Covered Party hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- c. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years following the final completion of the Contract. In the event that such policies are cancelled or not renewed at any time, the Covered Party shall provide a substitute insurance policy with an inception date the same as the prior policy's cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims-made" policies. With respect to all "claims made" policies which are renewed, the Covered Party shall provide coverage retroactive to the date of commencement of work under this Contract.

Review of Insurance Requirements by the Covered Party's Insurance Representative:

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The Covered Party WARRANTS that this Contract has been thoroughly reviewed by the Covered Party's insurance agent(s)/broker(s), who have been instructed by the Covered Party to procure the insurance coverage required by this Contract.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Covered Party or any of their subcontractors.

Any type of insurance or any increase in limits of liability not described above which the Covered Party requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Covered Party of any responsibility or liability under the Contract.

Certificate of Insurance:

The Covered Party shall submit with its bid, a signed and notarized letter from and on the Covered Party's insurance broker's/agent's letterhead stating that the insurance broker/agent and Covered Party will meet all the insurance coverages outlined in these insurance requirements, which are incorporated by reference into the Contract.

Prior to the commencement of work and/or the Commission making any payment under the Contract, the Covered Party shall file Certificates of Insurance with the Commission that shall be subject to the Commission's approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be mailed to the Commission within five (5) days of receipt of the Notice of Award, to the attention of the Chief Engineer, at 110 Wood and Grove Streets, Morrisville, Pennsylvania 19067, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Covered Party's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Covered Party's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Covered Party's direction to commence work.

In the event the Covered Party enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed the Contract, then these insurance requirements and the indemnification provision contained within the Contract shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of the Covered Party executed the same by affixing a signature hereto.

In the event of a failure of the Covered Party to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Commission shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Covered Party who agrees to furnish all necessary information thereof and to pay the cost thereof to the Commission immediately upon presentation of an invoice.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the Commission.

Settlement of Insurance Claims:

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Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

INDEMNIFICATION:

To the fullest extent permitted by law, the Covered Party agrees to indemnify, defend and hold the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, servants, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") harmless from and against, any and all liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Work to be performed for the Indemnified Parties, including, but not limited to, Work performed under this Contract, Work performed under a Change Order, or any such other Work performed for the Indemnified Parties, even for and if caused in whole or in part by any act, omission or negligence of the Indemnified Parties.

It is expressly agreed that the indemnification contained in this Contract covers claims against the Indemnified Parties.

If there are any liabilities, losses, claims, damages or expenses of any kind or nature unsettled when the Work under the Contract is finished, any unpaid amounts owed by the COMMISSION to the Covered Party shall be deferred until all such liabilities, losses, claims, damages or expenses are: (1) settled; (2) evidence of insurance coverage acceptable to the COMMISSION or indemnification acceptable to the COMMISSION is provided by the Covered Party's insurance carrier; or (3) a bond acceptable to the COMMISSION is provided by the Covered Party to secure payment of all liabilities, losses, claims, damages and expenses owed by the Covered Party to the COMMISSION.

The terms and conditions of this indemnification section shall survive any cancellation, expiration or termination of this Contract. The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth above without regard to any conflicts of laws provisions.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work efficiently and with its best skill and attention. CONTRACTOR will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will be responsible to see that the finished Work complies accurately with the Contract Documents.

6.1.1 The CONTRACTOR shall personally attend to the fulfillment of this contract, and shall keep the work under control. The CONTRACTOR shall not assign by power of attorney, or otherwise, any portion of the work under this contract, or any claim thereto, unless by the specific approval of the ENGINEER in writing.

6.1.2 The CONTRACTOR shall facilitate the progress of the work and shall cooperate with the ENGINEER in every way possible.

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6.1.2.1 The CONTRACTOR shall retain on the work site at all times a competent and responsible English speaking representative authorized to receive orders and to act on the CONTRACTOR's behalf.

6.2 The CONTRACTOR will keep on the Work at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to the COMMISSION and the ENGINEER except under extraordinary circumstances. The Superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

Labor, Materials and Equipment:

6.3 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR will at all times maintain good discipline and order at the site.

6.3.1 The CONTRACTOR shall employ only competent and skillful people to perform the work. Whenever the ENGINEER shall notify the CONTRACTOR that, in the ENGINEER's opinion any employee is incompetent, or otherwise unsatisfactory, such individual shall be immediately discharged from the work and shall not again be employed at the work site, except with the consent of the ENGINEER.

6.4 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, lights, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

6.4.1 If it is indicated in the Specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified as an "or equal", and if the CONTRACTOR wishes to furnish or use a proposed substitute, CONTRACTOR will, promptly after the award of the Contract, make written application to the ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality. Substitution requests for products designated shall be submitted as required in Article 24 of the Instructions to Bidders.

6.5 All materials and equipment will be new, except as otherwise provided in the Contract Documents. If required by the ENGINEER, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.9 (whether initially or as a substitute) against whom the COMMISSION or the ENGINEER may have reasonable objection. The CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by the COMMISSION and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

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6.8 The CONTRACTOR will be fully responsible for all acts and omissions of Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by the CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the COMMISSION or the ENGINEER or any obligation on the part of the COMMISSION or the ENGINEER to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. The contract does not create a third party beneficiary status for person or entity. The COMMISSION or the ENGINEER may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.

6.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the COMMISSION. Every Subcontractor by undertaking to perform any of the Work, will thereby be deemed to be bound by such terms and conditions.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

Patent Fees and Royalties:

6.12 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. CONTRACTOR will indemnify and hold harmless the COMMISSION and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits and Certificates:

6.13 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of its Bid. CONTRACTOR will also pay all public utility charges.

6.13.1 The CONTRACTOR shall secure certificates of inspection for occupancy that may be required by authorities having jurisdiction over Work, and deliver to the COMMISSION through the ENGINEER.

Laws and Regulations:

6.14 The CONTRACTOR will give all notices and comply with all Federal, State and local laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR will give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, CONTRACTOR will bear all costs arising therefrom. However, it shall not be CONTRACTOR's primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

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6.15 The COMMISSION is a bi-state entity existing in both the States of Pennsylvania and New Jersey. The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law.

6.15.1 The COMMISSION will sign a sales tax exemption certificate for equipment and services provided under this contract, which are determined to be tax exempt. The CONTRACTOR is responsible to make any necessary inquiries and investigations with regulating state agencies to obtain a determination of equipment and services, which are tax exempt for this project and shall reflect any tax exemptions in its bid.

Use of Premises:

6.16 The CONTRACTOR will confine construction equipment, the storage of materials and equipment and the operations of workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents; and shall not unreasonably encumber the premises with materials or equipment.

6.17 The CONTRACTOR will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will CONTRACTOR subject any part of the Work to stresses or pressures that will endanger it.

Record Documents:

6.18 The CONTRACTOR will keep one (1) record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the ENGINEER and shall be delivered to the ENGINEER for the COMMISSION upon completion of the Project.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the Work and other persons who may be affected thereby;

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.19.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

6.19.4 As between the CONTRACTOR and the ENGINEER the CONTRACTOR shall have exclusive responsibility for the initiation and execution of measures necessary for the protection of persons and property. As between the CONTRACTOR and the ENGINEER the CONTRACTOR shall have exclusive responsibility for the means, methods, construction procedures, sequence of operations and every other aspect of the conduct of the Work. Nothing in the Contract Documents shall be construed as imposing upon the ENGINEER any responsibility for project safety.

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6.19.5 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all Work is completed and the ENGINEER has issued a notice to the COMMISSION and the CONTRACTOR in accordance with paragraph 14.11 that the Work is acceptable (except as otherwise expressly provided in accordance with Substantial Completion).

6.19.6 The CONTRACTOR shall designate a qualified and experienced representative, a Health and Safety Supervisor (HSS), at the site whose duty shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs, which will be designated by the CONTRACTOR and approved by the ENGINEER. The HSS will have no other duties other than Construction Safety and will be on site at all times work is ongoing.

Hazardous Communication Programs:

6.19.7 The CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Public Convenience and Safety:

6.19.8 The convenience and safety of the general public and of the residents along and adjacent to the work shall be provided for by the CONTRACTOR in a manner satisfactory to the ENGINEER. Materials shall be so stored as to cause as little obstruction to the public as possible. Fire hydrants, on or adjacent to the work, shall be kept accessible to the fire apparatus at all times and no material or obstruction shall be placed within ten feet (10') of any hydrant. All gutters and storm water inlets shall be kept unobstructed at all times.

Protection of the Public:

6.19.9 The CONTRACTOR shall provide and use every means and take all necessary precautions to protect motor vehicles, motorists, and pedestrian, rail traffic and other traffic in or near the work site, from injury and damage during the construction of this project. The CONTRACTOR shall be held liable for any and all damage claims brought in consequence of its neglect to observe and provide for this requirement.

Protection of River Environment:

6.19.10 The CONTRACTOR shall take every precaution to preclude tools, material and debris from falling into the Delaware River. For example, catch pans shall be placed under all machinery being fueled on a bridge.

Emergencies:

6.20 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or the

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COMMISSION, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. CONTRACTOR shall give the ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the CONTRACTOR believes that additional Work done by the CONTRACTOR in an emergency which arose from causes beyond its control entitles the CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

Shop Drawings, Certifications, and Samples:

6.21 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions (see paragraph 2.5), all Shop Drawings which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the ENGINEER to review the information as required.

6.22 The CONTRACTOR will also submit to the ENGINEER for approval, all samples or certifications required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.23 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER's attention to any deviations that the Shop Drawing, certification, or sample may have from the requirements of the Contract Documents.

6.24 The ENGINEER will review and provide comments or approval of Shop Drawings, certifications and samples within the time period stated in the Division 1 technical specifications. The ENGINEER's review and approval shall be only for conformance with the design concept of the Project and for compliance with information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the ENGINEER and will return the required number of corrected copies of Shop Drawings and certifications and resubmit new samples until approved. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the ENGINEER on previous submissions. The CONTRACTOR's stamp of approval on any Shop Drawing, certification, or sample shall constitute a representation to the COMMISSION and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or CONTRACTOR assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing, certification, or sample with the requirements of the Work and the Contract Documents.

6.24.1 The ENGINEER shall make one (1) review of Shop Drawing re-submittals to determine whether initial review comments have been addressed. Additional reviews required by the COMMISSION's representative for any further iterations of Shop Drawing reviews will be paid by the CONTRACTOR. Cost for these reviews will be calculated on an hourly rate basis plus expenses based on the COMMISSION's representative rates in effect at the time of the review. The rate will be \$140.00/hour.

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6.24.2 If the Shop Drawings, certifications or samples are not approved in accordance with their requirements, the COMMISSION will not review and approve additional partial payment estimates until such time as the submittals are brought into compliance.

6.25 No Work requiring a Shop Drawing, certification, or sample submission shall be commenced until the submission has been approved by the ENGINEER. A copy of each approved Shop Drawing and certification and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6.26 The ENGINEER's approval of Shop Drawings, certifications, or samples shall not relieve the CONTRACTOR from its responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing called the ENGINEER's attention to such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation; nor shall any approval by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

6.26.1 The CONTRACTOR shall note that the ENGINEER has not given approval to any item of equipment or material prior to submission of Shop Drawings, certifications or samples. This applies both to specified and alternate items. Therefore, use of specified items does not remove the necessity to submit for approval. The ENGINEER will not give oral or written approval to any equipment supplier, materialsman, manufacturer's representative or vendor. The ENGINEER will not review or consider any submission prior to the issuing of a Notice to Proceed or a Limited Notice to Proceed, whichever occurs first, and will not consider or review any submission made directly by an equipment supplier, materialsman, manufacturer's representative or vendor. Any such submittal will be forwarded to the CONTRACTOR without comment.

Cleaning Up:

6.27 The CONTRACTOR shall continuously keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris caused by its operations. Remove waste materials, excess excavation, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

6.27.1 At the completion of the Work, or each major portion thereof, the CONTRACTOR shall remove surplus materials, tools, construction equipment and machinery and leave the site clean and ready for occupancy by the COMMISSION.

6.27.2 On a daily basis, the CONTRACTOR shall clean the areas of work to maintain a clean working environment for those of the Delaware River Joint Toll Bridge Commission. All existing furniture will be covered by the CONTRACTOR with plastic and taped to walls and floors whenever demolition work or work overhead is to occur.

Preservation and Restoration of Property:

6.28 The CONTRACTOR shall not enter upon any private property for any purpose without first obtaining permission from the owner, and shall be responsible for the preservation of private property, trees, monuments, pipes, sidewalks, paving and other structures along and adjacent to the work and CONTRACTOR shall use every precaution necessary to prevent damage or injury to property or persons. The CONTRACTOR shall be solely responsible for any or all damage or injuries of every kind and description which may be done to any property or sustained by any persons during the prosecution of the

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work and any damage or injury to property or persons shall be made good at the sole expense of the CONTRACTOR, in a manner acceptable to the ENGINEER.

Contractor's Responsibility for Work:

6.29 Until final acceptance in writing by the ENGINEER, all the work shall be under the charge and care of the CONTRACTOR who shall take every necessary precaution against damage to the work or any part thereof by the action of the elements or from any other cause. The CONTRACTOR shall restore and make good at its expense all damages to any portion of the work before its final completion and acceptance.

ARTICLE 7 - WORK BY OTHERS

7.1 The COMMISSION may perform additional Work related to the project by itself, or COMMISSION may let other direct contracts therefore which shall contain general conditions similar to these. The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the COMMISSION, if COMMISSION is performing the additional Work itself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate its Work with theirs.

7.1.1 It is hereby agreed that the CONTRACTOR will conduct its Work in such a manner and on such a schedule that the respective Work of the CONTRACTOR and separate CONTRACTORS shall be carried on simultaneously and in such manner as not to retard the Work of one another or the progress of the Project. Nothing in the Contract Documents shall be construed to create a Contract or third party beneficiary relationship between the CONTRACTOR and any separate CONTRACTOR.

7.1.2 Where there are separate contracts, the General Contractor, upon whose efforts progress basically depends, shall have precedence and prime responsibility for coordination and progress of Work.

7.2 If any part of the CONTRACTOR's Work depends for proper execution or results upon the Work of any such other Contractor (or the COMMISSION), the CONTRACTOR will inspect and promptly report to the ENGINEER in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. CONTRACTOR failure so to report shall constitute an acceptance of the other Work as fit and proper for the relationship of its Work except as to defects and deficiencies which may appear in the other Work after the execution of its Work.

7.3 The CONTRACTOR will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the ENGINEER.

7.4 If the performance of additional Work by other Contractors or the COMMISSION is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work. If the CONTRACTOR believes that the performance of such additional Work by the COMMISSION or others involves CONTRACTOR in additional expense or entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim within 24 hours of said incident thereforE as provided in Articles 11 and 12.

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7.5 Should the Contractor be actually delayed, or incur actual additional costs, as a result of the discovery of an unforeseen asbestos condition, the Contractor shall be entitled to an equitable adjustment of the contract schedule or price, or both, based on the circumstances.

ARTICLE 8 - (NOT USED)

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Commission's Representative:

9.1 The ENGINEER shall be the COMMISSION's representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the COMMISSION's representative during construction are set forth in these General Conditions and shall not be extended without written consent of the COMMISSION.

Visits to Site:

9.2 The ENGINEER will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER efforts will be directed toward providing assurance for the COMMISSION that the completed Project will conform to the requirements of the Contract Documents. On the basis of the ENGINEER's on-site observations as an experienced and qualified design professional, ENGINEER will keep the COMMISSION informed of the progress of the Work and will endeavor to guard the COMMISSION against defects and deficiencies in the Work of Contractors.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

Rejecting Defective Work:

9.4 The ENGINEER will have authority to disapprove or reject Work which is defective (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2). ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.6, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.5 In connection with the ENGINEER's responsibility as to Shop Drawings, certifications, and samples, see paragraphs 6.21 through 6.26 inclusive.

9.6 In connection with the ENGINEER's responsibility for Change Orders, see Articles 10, 11, and 12.

9.7 In connection with the ENGINEER's responsibilities in respect of applications for payment, etc., see Article 14.

Decisions on Disagreements:

9.8 In all cases of doubt as to the true meaning of the Contract Documents or on any questions that may arise as to the character or scope of the work, the ENGINEER shall be the arbiter and its decision shall be final and conclusive.

DISPUTE RESOLUTION:

9.9 RESOLUTION OF DISPUTES

9.9.1 DISPUTE RESOLUTION IS A 3-STEP PROCESS. The Contractor and the Owner agree that any and all disputes arising out of this Contract are subject to a 3-step resolution process as set forth in this Article 9. The Contractor and the Owner agree that participation in each preceding step is a condition precedent to the Contractor's right to pursue any and all unresolved disputes to the next step of the dispute resolution process.

9.9.1.1 The Owner and the Contractor agree that all requests for increases in the Contract Sum, extension of the Contract Time, and/or changes in the Contract Milestones shall, in the first instance, be submitted in the form of a Change Order Request pursuant to the provisions of Article 7 hereof. If any such Change Order Request has not been resolved by agreement of the Owner and the Contractor within thirty (30) days of submission, such Change Order Request may be considered a dispute ("**Dispute**") subject to the dispute resolution process.

9.9.2 STEP 1 - Field Dispute Review Meeting. The Field Dispute Review Meeting ("FDR Meeting") is the initial step in identifying and attempting to reach a timely and equitable resolution of the variety of issues that arise on any construction project. The nature and structure of each FDR Meeting shall be flexible and consist of an informal, good-faith discussion of the current status of the Project, and identification of potential and actual disputes.

9.9.2.1 **FDR Meetings Monthly.** An FDR Meeting will be scheduled by the Construction Manager at least monthly to discuss issues arising on the Project.

9.9.2.2 **Location.** The Construction Manager will schedule a mutually convenient date and time for each FDR Meeting. If possible, the FDR Meeting should be convened at the Project Site.

9.9.2.3 **Attendees.** The Contractor, all affected Other Prime Contractors, and the Architect shall attend each FDR Meeting. The Construction Manager shall attend the FDR Meeting and will chair the meeting.

9.9.2.4 **Procedure.** As the Project progresses and the time for a FDR Meeting approaches, the Construction Manager shall establish the date for the FDR Meeting during the discussion at a bi-weekly job conference.

9.9.2.5 The Contractor shall fill out a Field Dispute Review Meeting Form, in the form attached hereto as **Exhibit 9.1.2.4**. This form shall be submitted to the Construction Manager and provided to the affected Other Prime Contractors, the Construction Manager and the Architect approximately seven (7) days prior to the FDR Meeting. The information on this form should be sufficient information to allow

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attendees to analyze potential disputes, review the Contract Documents, review the Construction Schedule and examine Site conditions prior to the FDR Meeting.

9.9.2.6 In all cases of disputes, oral communications or instructions will not be considered. The Contractor must produce written authority in support of its contentions and shall advance no dispute in the absence of such written authority, or use, or attempt to use any conversation with any parties in pursuing any Dispute.

9.9.2.7 The Construction Manager shall convene the FDR Meeting and, if necessary, ensure that attendees are introduced to each other.

9.9.2.8 The FDR Meeting shall not be subject to 2 Pa. C.S. (relating to administrative law and procedure).

9.9.2.9 Neither audio recording nor videotaping will be allowed during the FDR Meeting.

9.9.2.10 No transcripts will be taken but attendees are free to take their own notes.

9.9.2.11 The FDR Meeting may be moved out to the field for visual inspection of the condition if necessary to understand and resolve the issue.

9.9.2.12 The Construction Manager will allow all parties a reasonable time to present and discuss the disputes raised in the Field Dispute Review Meeting Forms.

9.9.2.13 The Contractor's representative (who should be an employee in the field who is familiar with the day-to-day work on the Contract) shall present a description of:

9.9.2.13.1 the Work performed since the last FDR Meeting; and

9.9.2.13.2 the Work to be performed in the near future; and

9.9.2.13.3 the status of Disputes raised at the previous FDR Meeting; and

9.9.2.13.4 new Disputes that have arisen since the previous FDR Meeting, and, for each Dispute: (i) set forth the schedule impacts, which may only be presented using the current Project Schedule and Construction Schedule of the Contractor and any affected Other Prime Contractor; and (ii) set forth a proposed resolution to the dispute, including: (A) days needed in any extension of time; and/or (B) damages attributed to the dispute; and (C) identify the party the Contractor believes is responsible for creating the dispute.

9.9.2.14 The Owner and any affected Other Prime Contractors shall present a description of:

9.9.2.14.1 their understanding of the Work performed since the last FDR Meeting; and

the Work to be performed in the near future; and

9.9.2.14.2 status of Disputes raised at the previous FDR Meeting; and

9.9.2.14.3 a response to the new Dispute(s) raised by the Contractor, including: (i) the Owner's view of the schedule impact, which may only be presented using the Project Schedule and Construction Schedule of the Contractor and any affected Other Prime Contractor; and (ii) the Owner's response to the

Contractor's proposed resolution of the dispute; and (iii) the identity of the party the Owner believes is responsible for creating the dispute.

9.9.2.15 Within fourteen (14) days of the FDR Meeting, the Construction Manager will render a written decision on the Disputes addressed during the FDR Meeting. The decision will be issued to all attendees. The decision is not binding upon any party.

9.9.2.16 If any party is dissatisfied with the Construction Manager's decision, they may appeal the decision to the second step in the dispute resolution process.

9.9.2.17 Any Dispute arising on the Project must be presented at the first available FDR Meeting. If a Contractor fails to raise an issue at the appropriate FDR Meeting, then the Contractor is deemed to have waived the dispute.

9.9.2.18 Only Disputes raised during an FDR Meeting may be appealed to the second step in the dispute resolution process.

9.9.3 **STEP 2 – Claim Conference.** The second step in the dispute resolution process is a claim conference ("Claim Conference").

9.9.3.1 **Time to File A Claim.** Under this second step of the dispute resolution process, a Contractor may appeal the Construction Manager's decision from the FDR Meeting by submitting a written claim ("**Contractor's Claim**") to the Project Executive.

9.9.3.2 Any Dispute arising on the Project that is not mutually resolved at the FDR Meeting stage may only be appealed to the Claim Conference stage. If the Contractor fails to pursue any unresolved FDR Meeting dispute to a Claim Conference within the thirty (30) day timeframe set forth below, then the Contractor is deemed to have waived the dispute.

9.9.3.3 The right to assert a Contractor's Claim accrues under this Step 2 upon the date of the Construction Manager's written decision in Step 1. If the Contractor elects to appeal the Construction Manager's decision, the Contractor must file a Contractor's Claim appealing the decision with the Project Executive within thirty (30) days of the date of the Construction Manager's decision. If the Contractor fails to file a Contractor's Claim within this time period, the Contractor is deemed to have waived its right to assert the claim in any forum. The Project Executive will disregard untimely submissions of Contractor's Claims.

9.9.3.4 **Contents of the Claim** – The Contractor's Claim filed by the Contractor with the Project Executive shall state **all grounds** upon which the Contractor asserts entitlement to increases in the Contract Sum, extension of Contract Time, and/or changes in Contract Milestones. The Contractor's Claim must contain, at a minimum:

9.9.3.5 The Claim Conference Request in the form attached hereto as **Exhibit 9.1.3.2**; and

9.9.3.6 The documentation submitted by the Contractor to the Construction Manager during the FDR Meeting to substantiate the Contractor's view of the Dispute; and

9.9.3.6.1 The Construction Manager's decision.

9.9.3.7 **Date of the Claim Conference.** The Project Executive or a designee will schedule a mutually convenient date and time for the Claim Conference.

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9.9.3.8 **Attendees.** All parties identified in the Contractor's Claim or deemed necessary by the Owner shall attend the Claim Conference. At a minimum, the Contractor, the Architect, and any affected Other Prime Contractors shall attend the Claim Conference.

9.9.3.9 **Procedure.** The Project Executive or a designee will convene the Claim Conference.

9.9.3.10 The Claim Conference shall not be subject to 2 Pa. C.S. (relating to administrative law and procedure).

9.9.3.11 Neither audio recording nor videotaping will be allowed during the Claim Conference.

9.9.3.12 No transcripts will be taken but attendees are free to take their own notes.

9.9.3.13 The Project Executive or a designee will allow all parties a reasonable time to present and discuss the issues.

9.9.3.14 The Contractor's representative shall present a description of the Contractor's Claim including:

9.9.3.14.1 the factual background of the Contractor's Claim;

9.9.3.14.2 the schedule impacts, which may only be presented using the current Project Schedule and the Contractor's Construction Schedule; and

9.9.3.14.3 the proposed resolution of the Contractor's Claim, including: (i) days needed in any extension of Contract Time or change in Contract Milestones; and/or (ii) damages attributed to the Contractor's Claim; and (iii) identify the party the Contractor believes is responsible for creating the Contractor's Claim.

9.9.3.15 The Owner and/or any affected Other Prime Contractor shall present a description of:

9.9.3.15.1 a response to the Contractor's Claim(s) of the Contractor, including:

9.9.3.15.2 the Owner's view of the schedule impact, which may only be presented using the current Project Schedule and Construction Schedule of the Contractor and any affected Other Prime Contractor; and

9.9.3.15.3 the Owner's response to the Contractor's proposed resolution of the Contractor's Claim; and

9.9.3.15.4 the identity of the party the Owner believes is responsible for creating the Contractor's Claim.

9.9.3.16 The Project Executive will render a final determination on the Contractor's Claim(s) presented during the Claim Conference within 30 days of the receipt of the Contractor's Claim by the Project Executive. The parties may, during the 30 day period, mutually agree to extend the 30-day deadline. If extended, the Owner will issue written confirmation of the extension. If no decision is rendered within the 30 days, the Contractor's Claim is deemed to be denied on the 30th day. The Contractor shall comply with the determination of the Project Executive, subject to the right to pursue litigation pursuant to Step 3 of the dispute resolution process.

9.9.4 **STEP 3 - Litigation.** The third step in the dispute resolution process is litigation.

9.9.4.1 **Time to File a Complaint.** Contractor may proceed to third stage of the dispute resolution process by filing a complaint, subject to the provisions of Subparagraph 9.1.4.4 hereof, and subject to the following time limitations:

9.9.4.2 Within six (6) months after the mailing date of the Project Executive's final determination of the Contractor's Claim; or

9.9.4.2.1 if no final determination has been rendered within 75 days of the filing of a Contractor's Claim and no extension has been agreed to, within six (6) months after the expiration of such 75-day period, or any agreed extension thereof.

9.9.4.3 Only Contractor's Claims that were raised during a FDR Meeting and a Claim Conference may proceed to litigation. The Owner and the Contractor agree that timely and proper submission of a Contractor's Claim during an FDR Meeting and a Claim Conference are conditions precedent to the right to pursue a claim in litigation.

9.9.4.4 Contractor and Owner each hereby agree that any suit, action or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to the Contract or that may arise out of the Project, shall be tried only by a court and not by a jury. Contractor and Owner each hereby knowingly, voluntarily and intentionally waive any right to a trial by jury in any such suit, action or proceeding. Further, Contractor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages.

9.9.4.5 Owner and Contractor irrevocably consent that any legal action or proceeding against either of them pursuant to the Agreement shall be brought in either the Philadelphia County Court of Common Pleas or in the United States District Court for the Eastern District of Pennsylvania. Owner and Contractor expressly and irrevocably consent and submit to the personal jurisdiction of any of such courts in any such action or proceeding. Owner and Contractor further irrevocably consent to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by any other manner provided for in Section 7.6 of the Agreement. Owner and Contractor hereby expressly and irrevocably waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non-conveniens or any similar basis. The parties further agree that they consent to the jurisdiction of the Courts of the Philadelphia County Pennsylvania or the federal courts for the Eastern District of Pennsylvania as aforesaid and waive any claim of lack of jurisdiction or forum non-conveniens.

9.9.5 NOT USED

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GENERAL DISPUTE PROVISIONS

9.9.6 Contractor Must Carry On Work During the Dispute Process. The Contractor may note that they are performing the Work under protest shall keep records of costs incurred performing the disputed work, to be verified by the Construction Manager on a daily basis during the dispute resolution process but the Contractor shall not refuse to perform as directed by the Owner and/or the Construction Manager. If the Contractor fails or refuses to perform as directed, this action will constitute a breach of contract.

Limitations on Engineer's Responsibilities:

9.10 Neither the ENGINEER's authority to act under this Article 9 nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

9.11 The ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and the ENGINEER will not be responsible for the CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12 The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of its or their agents or employees, or any other persons performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement, the COMMISSION may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the CONTRACTOR will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any change order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12.

10.2 The ENGINEER may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

10.3 Additional Work performed by the CONTRACTOR without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.20.

10.4 The COMMISSION will execute appropriate Change Orders prepared by the ENGINEER covering changes in Work performed in an emergency as provided in paragraph 6.20 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.4.1 Do not proceed with any work until written authorization is received from the COMMISSION or its representative.

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10.5 It is the CONTRACTOR's responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR will furnish proof of such adjustment to the COMMISSION.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at the CONTRACTOR's expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. All claims for adjustments in the Contract Price shall be determined by the ENGINEER if the COMMISSION and the CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.2.1 Any claim for an increase in the Contract Price, shall be in writing delivered to the COMMISSION and to the ENGINEER within seven (7) days of the occurrence of the event giving rise to the claim.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one (1) of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 By cost and a mutually acceptable fixed amount for overhead and profit.

11.3.4 If none of the above methods is agreed upon, the value shall be determined by the ENGINEER on the basis of costs and the allowable percentage for overhead and profit identified hereinafter. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the CONTRACTOR's combined overhead and profit shall be as follows:

11.3.4.1 For all such Work done by its own organization, the CONTRACTOR may add up to ten percent (10%) of its actual net increase in cost, and

11.3.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of its actual net increase in costs for combined overhead and profit and the CONTRACTOR may add up to five percent (5%) of the Subcontractor's total for its combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

11.3.4.3 In such case and also under paragraph 11.3.3, the CONTRACTOR will submit in form prescribed by the ENGINEER an itemized cost breakdown together with supporting data.

11.4 The amount of credit to be allowed by the CONTRACTOR to the COMMISSION for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the ENGINEER, in addition to a combined overhead and profit which shall be figured on the basis of

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the net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the balance between the net increase and the net decrease. The combined overhead and profit for any one specific trade shall be the same for additions and credits.

Cash Allowances:

11.5 It is understood that the CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the ENGINEER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as it deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 The Contract Time (or any applicable specified milestone completion date or time) may only be changed by a Change Order. All claims for adjustment in the Contract Time shall be determined by the ENGINEER and the CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.1.1 Any claim for an extension in the Contract Time, shall be in writing delivered to the COMMISSION and the ENGINEER within twenty-four (24) hours of the occurrence of the event giving rise to the claim.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the CONTRACTOR if the CONTRACTOR makes a claim therefore as provided in paragraph 12.1. Such delays shall include, but not be restricted to acts or neglect by any separate Contractor employed by the COMMISSION, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence.

12.4 Extension of time, for example, does not constitute additional cost to the COMMISSION. In fact, no additional cost to the COMMISSION for an extension in time will be entertained.

ARTICLE 13 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 The CONTRACTOR warrants and guarantees to the COMMISSION and the ENGINEER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory Work, all faulty or defective work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

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Tests and Inspections:

13.2 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness therefor. The CONTRACTOR will furnish the ENGINEER the required certificates of inspections, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered without written approval of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation at the CONTRACTOR's expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.

13.3 Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

Access to the Work:

13.4 The ENGINEER and its representatives and other representatives of the COMMISSION will at all times have access to the Work. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others. Representatives of any federal, state, or other governmental agency having interest in, or jurisdiction over any of the Work shall at all times have access to the Work. CONTRACTOR shall provide any representative proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Uncovering Work:

13.5 If any Work is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for ENGINEER's observation and replaced at the CONTRACTOR's expense.

13.6 If any Work has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose or otherwise make available for observation, inspection or testing, as the ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if CONTRACTOR makes a claim therefore as provided in Articles 11 and 12.

Commission May Stop the Work:

13.7 If the Work is defective, or the CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to

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Subcontractors or for labor, materials or equipment, the COMMISSION may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of the COMMISSION to stop the Work shall not give rise to any duty on the part of the COMMISSION to exercise this right for the benefit of the CONTRACTOR or any other party.

13.8 If required by the ENGINEER prior to approval of final payment, the CONTRACTOR will promptly, without cost to the COMMISSION and as specified by the ENGINEER, either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the ENGINEER, remove it from the site and replace it with nondefective work. If the CONTRACTOR does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from the ENGINEER, the COMMISSION may have the deficiency corrected or the rejected work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR, and an appropriate deductive Change Order shall be issued. The CONTRACTOR will also bear the expenses of making good all work of others destroyed or damaged by the CONTRACTOR's correction, removal or replacement of defective work.

Guaranty Period:

13.9 If, after the approval of final payment and prior to the expiration of two (2) year's after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the CONTRACTOR will, promptly, within 24 business hours, and without cost to the COMMISSION and in accordance with the COMMISSION's written instructions, either correct such defective work, or, if it has been rejected by the COMMISSION, remove it from the site and replace it with nondefective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, the COMMISSION may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the CONTRACTOR. The CONTRACTOR's bonding company will be notified.

Acceptance of Defective Work:

13.10 If, instead of requiring correction or removal and replacement of defective work, the COMMISSION prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price, or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the CONTRACTOR to the COMMISSION at which time the CONTRACTOR's bonding will be notified.

Neglected Work by Contractor:

13.11 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the COMMISSION, after three (3) days written notice to the CONTRACTOR, may, without prejudice to any other remedy the COMMISSION may have, make good such deficiencies and all costs thereof shall be charged against the CONTRACTOR if the ENGINEER approves such action; in which case, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR will pay the difference to the COMMISSION.

ARTICLE 14 - PAYMENTS AND COMPLETION

Schedule of Values:

14.1 After execution of the Agreement and before starting the work, the CONTRACTOR shall submit a schedule of values of that Work including quantities and unit prices, aggregating the Contract Price. This provision applies to lump sum contracts and to lump sum items in unit price contracts. This schedule shall be satisfactory in form and substance to the ENGINEER and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the ENGINEER, it shall be incorporated into the form of application for payment furnished by the ENGINEER.

14.1.1 The CONTRACTOR shall provide a schedule of values for each Lump Sum Bid and list the work to be accomplished under these Lump Sum Bid items. All items are to be broken down to material and labor.

Application for Progress Payment:

14.2 The date for presentation of monthly applications for progress payments to the COMMISSION shall be established at the preconstruction conference and will govern all such applications unless modified by the COMMISSION, which modification shall be made known by written notification to the ENGINEER and the CONTRACTOR at least twenty (20) days prior thereto. At least ten (10) days prior to the time of monthly presentation to the COMMISSION, the CONTRACTOR will submit to the ENGINEER, or its Resident Project Representative if applicable, the completed application for payment covering Work completed as of the date of the application and supported by such data as the ENGINEER may reasonably require. The Work for which application for payment is made must be complete, in place, and in accordance with the Contract Documents. No payment will be made for any unit on the schedule of values not complete.

Contractor's Warranty of Title:

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for payment will have passed to the COMMISSION prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as liens), and that no Work, materials or equipment covered by an application for payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments:

14.4 The ENGINEER will, within five (5) working days after receipt of each partial payment estimate, either indicate in writing approval of payment and present the partial payment estimate to the COMMISSION, or return the partial estimate to the CONTRACTOR indicating in writing its reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate.

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14.4.1 In the event a dispute arises between the COMMISSION and any Prime Contractor, which dispute is based upon increased costs claimed by one (1) Prime Contractor occasioned by delays or other actions of another Prime Contractor, additional retainage in the sum of one and one-half (1-1/2) times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the CONTRACTOR causing the additional claim furnished a bond satisfactory to the COMMISSION to indemnify the COMMISSION against the claim.

14.4.2 The COMMISSION will, within sixty (60) days of presentation to it of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage.

14.4.3 Until the Work is fifty percent (50%) completed, the COMMISSION will pay ninety percent (90%) of the amount due to the CONTRACTOR on account of the partial estimate. At the time the Work is fifty percent (50%) completed, if the completion of the Work and its progress are and remain satisfactory to the ENGINEER, and in the absence of other good and sufficient reasons, the COMMISSION will then pay one-hundred percent (100%) of the amount to the CONTRACTOR on account of the remaining partial payment estimates. The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the ENGINEER or for other good and sufficient reasons.

14.5 The ENGINEER's approval of any payment requested in an application for payment shall constitute a representation by the ENGINEER to the COMMISSION, based on the ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on its review of the application for payment and the supporting data, that the Work has progressed to the point indicated, that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in its approval), and that the CONTRACTOR is entitled to the payment of the amount approved. However, by approving any such payment the ENGINEER shall not thereby be deemed to have represented that the ENGINEER made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work, or that it has reviewed the means, methods, techniques, sequences and procedures of construction or that it has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to the CONTRACTOR him on account of the Contract Price.

14.6 (Not Used)

14.7 The ENGINEER may refuse to approve the whole or any part of any payment. The ENGINEER may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in its opinion to protect the COMMISSION from loss because:

14.7.1 the Work is defective, or does not conform with the Contract Documents.

14.7.2 claims have been filed or there is reasonable evidence indicating the probable filing thereof,

14.7.3 the Contract Price has been reduced because of Modifications,

14.7.4 the COMMISSION has been required to correct defective Work or complete the Work in accordance with paragraph 13.11,

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14.7.5 of unsatisfactory prosecution of the Work, including failure to cleanup as required by the Contract Documents, or

14.7.6 a dispute has arisen between the COMMISSION and any Prime CONTRACTOR which dispute is based upon increased costs claimed by one (1) Prime CONTRACTOR occasioned by delays or other actions of another Prime CONTRACTOR.

Substantial Completion:

14.8 When the CONTRACTOR considers the entire Work substantially complete, the CONTRACTOR shall, in writing to the COMMISSION and to the ENGINEER, certify that the entire Work or portion thereof is substantially complete and request that the ENGINEER issue a certificate of Substantial Completion. Within fifteen (15) days thereafter, the CONTRACTOR and the ENGINEER shall make an inspection of the Work or that portion certified by the CONTRACTOR to be substantially complete to determine the status of completion. If the ENGINEER does not consider the Work substantially complete and in accordance with Contract Documents, the ENGINEER will notify the CONTRACTOR in writing giving its reasons therefore. Additional inspections required by the ENGINEER to determine whether the Work is substantially complete will be paid by the CONTRACTOR at cost but not as a penalty. Costs for these additional inspections will be calculated on an hourly basis of \$120/hour plus expenses, and will be deducted from the remaining amount due or to become due to the CONTRACTOR. If the ENGINEER considers the Work substantially complete, the ENGINEER will prepare and deliver to the CONTRACTOR and the COMMISSION a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a detailed list of each and every uncompleted item and a reasonable cost of completion and a date by which all such items are to be completed.

14.8.1 At the time of delivery of the certificate of Substantial Completion, the ENGINEER will deliver to the COMMISSION and to the CONTRACTOR a written recommendation as to division of responsibilities pending final payment between the COMMISSION and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless the COMMISSION and the CONTRACTOR agree otherwise in writing and so inform the ENGINEER within seven (7) days of the ENGINEER's issuing the certificate of Substantial Completion, the ENGINEER's aforesaid recommendation will be binding on the COMMISSION and the CONTRACTOR until final payment.

14.9 COMMISSION shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the COMMISSION shall allow the CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.10 Prior to final payment, the COMMISSION may request the CONTRACTOR in writing to permit the COMMISSION to use a specified part of the Project which it believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, CONTRACTOR will certify to the COMMISSION and ENGINEER that said part of the Project is substantially complete and request the ENGINEER to issue a certificate of Substantial Completion for that part of the Project. Within a reasonable time thereafter the COMMISSION, the CONTRACTOR and the ENGINEER will make an inspection of that part of the Project to determine its status of completion. If the ENGINEER does not consider that it is substantially complete, ENGINEER will notify the COMMISSION and the CONTRACTOR in writing giving its reasons therefore. If the ENGINEER

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considers that part of the Project to be substantially complete, ENGINEER will execute and deliver to the COMMISSION and the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and fixing the responsibility between the COMMISSION and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The COMMISSION shall have the right to exclude the CONTRACTOR from any part of the Project which the ENGINEER has so certified to be substantially complete, but the COMMISSION will allow the CONTRACTOR reasonable access to complete or correct items on the tentative list.

Final Inspection:

14.11 Upon written notice from the CONTRACTOR that the Project is complete and all items of the list attached to the certificate of Substantial Completion are complete, ENGINEER will make a final inspection with the COMMISSION and the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars in which this inspection reveals that the Work is defective. The CONTRACTOR shall within forty-eight (48) hours of the receipt of written notification make such corrections as are necessary to remedy such defects or incompleteness. The ENGINEER will conduct a second inspection to determine whether all corrections identified during the initial final inspection have been completed. Additional inspections required by the ENGINEER because of uncompleted items will be paid by the CONTRACTOR at cost but not as a penalty. Costs for these inspections will be calculated on an hourly basis of \$120/hour plus expenses, and will be deducted from the remaining amount due or to become due to the CONTRACTOR.

14.11.1 If the CONTRACTOR fails to certify that the Project is complete and that all items on the list attached to the certificate of Substantial Completion have been completed on or before the date set forth on that list, the ENGINEER shall notify the CONTRACTOR in writing that the Contract will be terminated within seven (7) days therefrom and that the COMMISSION will complete or correct any defective or uncompleted Work by whatever method the COMMISSION and ENGINEER may deem expedient. The CONTRACTOR shall receive no further payments until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay, upon written notice of the amount and itemized listing of the costs, the difference to the COMMISSION. Such costs incurred by the COMMISSION will be determined by the ENGINEER and incorporated in a Change Order. The CONTRACTOR's bonding company will be notified.

Final Application for Payment:

14.12 After the CONTRACTOR has completed any such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operation instructions, schedules, guarantees, bonds, certificates of inspection, and other documents, all as required by the Contract Documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by such supporting data as the ENGINEER may require, together with complete and legally effective releases or waivers (satisfactory to the COMMISSION) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the COMMISSION, the CONTRACTOR may furnish receipts or releases in full, an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness

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connected with the Work for which the COMMISSION or its property might in any way be responsible have been paid or otherwise satisfied, and consent of the Surety, if any, to final payment.

Approval of Final Payment:

14.13 If, on the basis of ENGINEER's observation and review of the Work during construction, final inspection and review of the final application for payment, all as required by the Contract Documents, the ENGINEER is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents, ENGINEER will, within ten (10) days after receipt of the final application for payment, indicate in writing its approval of payment and present the application to the COMMISSION for payment. Otherwise, COMMISSION will return the application to the CONTRACTOR, indicating in writing its reasons for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and resubmit the application. The COMMISSION will, within sixty (60) days of presentation to them of an approved final application for payment, pay the CONTRACTOR the amount approved by the ENGINEER.

14.14 If after Substantial Completion of the Work final completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so confirms, the COMMISSION shall, upon certification by the ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance of Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15 The CONTRACTOR's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by the COMMISSION to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the COMMISSION, nor any act of acceptance by the COMMISSION nor any failure to do so, nor any correction of defective work by the COMMISSION shall constitute an acceptance of work not in accordance with the Contract Documents.

Waiver of Claims:

14.16.1 The CONTRACTOR, Subcontractor and Sub-subcontractor waive all rights of recovery against the COMMISSION, The Commonwealth of Pennsylvania, the State of New Jersey and all of their commissioners, officers, agents, representatives and employees for loss or damage covered by any other insurance maintained by the CONTRACTOR, Subcontractor or Sub-subcontractor.

14.16.2 The CONTRACTOR, Subcontractor and Sub-subcontractor and their respective insurance carriers hereby waive all right of subrogation against the COMMISSION, The Commonwealth of Pennsylvania, the State of New Jersey and all of their commissioners, officers, agents, representatives and employees for loss or damage covered by any other insurance maintained by the CONTRACTOR, Subcontractor or Sub-subcontractor.

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14.16.3 If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation set forth herein, then the named insured of such policies will cause them to be so endorsed.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Commission May Suspend Work:

15.1 The COMMISSION may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR and to the ENGINEER which shall fix the date on which work shall be resumed. The CONTRACTOR will resume the Work on the date so fixed.

Commission May Terminate:

15.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if CONTRACTOR makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if CONTRACTOR repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or if CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if CONTRACTOR disregards laws, ordinances, rules, regulations or order of any public body having jurisdiction, or if CONTRACTOR disregards the Authority of the ENGINEER, or if CONTRACTOR otherwise violates any provision of the Contract Documents, then the COMMISSION may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its Surety forty-eight (48) hours written notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the COMMISSION. Such costs incurred by the COMMISSION will be determined by the ENGINEER and incorporated in a Change Order.

15.3 Where the CONTRACTOR's services have been so terminated by the COMMISSION, said terminations shall not affect any rights of the COMMISSION against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by the COMMISSION due the CONTRACTOR will not release the CONTRACTOR from liability.

15.4 Upon forty-eight (48) hours written notice to the CONTRACTOR and the ENGINEER, the COMMISSION may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the CONTRACTOR shall be paid for all work executed and any expense sustained plus a profit for work performed in accordance with Contract Documents.

Contractor May Stop Work or Terminate:

15.5 If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the COMMISSION then the CONTRACTOR may, upon seven (7) days written notice to the COMMISSION and the ENGINEER, terminate the Agreement and recover from the

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COMMISSION payment for all work executed and any expense sustained plus a reasonable profit for work performed in accordance with the Contract Documents.

ARTICLE 16 - (NOT USED)

ARTICLE 17 - (NOT USED)

ARTICLE 18 - EQUIPMENT

18.1 In the case of termination of this Contract, before completion, from any cause whatever, the CONTRACTOR, if notified to do so by the COMMISSION, shall promptly remove any part or all of its equipment and supplies from the property of the COMMISSION; failing with, the COMMISSION shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

18.2 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 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.

ARTICLE 19 - MISCELLANEOUS

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to it who gives the notice.

19.2 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain its property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the ENGINEER on request upon completion of the Project.

19.3 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the CONTRACTOR by paragraphs 6, 13.1, 13.9 and 14.3 and the rights and remedies available to the COMMISSION and ENGINEER thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

19.4 Should the COMMISSION or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

19.5 The Contract Documents shall be governed by the law applicable to COMMISSION at the place of the Project.

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ARTICLE 20 - RESPONSIBILITY FOR DAMAGE

20.1 The CONTRACTOR shall assume all responsibility for work until finally accepted by the COMMISSION. The CONTRACTOR shall assume all liability for claims brought in consequence of neglect in safeguarding the work, or for any claims arising out of any Workmen's Compensation Act; Employer's Liability Act, or any other law, and the COMMISSION may retain any money due until said suits, or claims have been settled, to its satisfaction.

ARTICLE 21 - EVIDENCE OF PAYMENT FOR LABOR AND MATERIALS

21.1 When written notice is given to the ENGINEER before, or within ten (10) days after the completion and acceptance of the entire work under this contract, by persons having done work or furnished materials for this contract, that there is money due and unpaid for such work and materials, the CONTRACTOR shall furnish the ENGINEER satisfactory evidence that said money has been fully paid, or satisfactorily secured by them.

21.2 In case such evidence is not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid may be retained from any monies due the CONTRACTOR under this contract until the liabilities aforesaid shall be fully discharged, or such notice withdrawn. The ENGINEER may also, with the written consent of the CONTRACTOR, use any money retained due or to become due under this contract for the purpose of paying for both labor and material for the work, for which claims have been filed in the office of the ENGINEER.

ARTICLE 22 - TIME OF THE ESSENCE

22.1 All the limits for the performance and completion of work, as stated in the Contract Documents, are of the essence. Expeditious performance and completion of this Contract are essential for the express purpose of enabling the COMMISSION to maintain in public service an important transportation facility, in accordance with a predetermined program of funding and construction.

22.2 The CONTRACTOR shall begin the work promptly in accordance with the Contract Documents, and shall carry the work forward expeditiously with adequate forces and shall achieve completion at the earliest possible date within the Contract time.

22.3 If, in the sole discretion of the ENGINEER, the rate of progress of the work is not such as to insure its completion within the Contract time, the ENGINEER shall have the right to order the CONTRACTOR to utilize additional shifts, overtime work, to employ more men, and the CONTRACTOR shall immediately comply with these orders, at the CONTRACTOR's sole expense.

22.4 CONTRACTOR is to provide master schedule updates at bi-weekly intervals.

ARTICLE 23 - NON-COMMUNICATION ORDER

23.1 All communication to the public or news media will be through or by the COMMISSION. The CONTRACTOR shall not communicate with the public or news media other than through the COMMISSION.

END OF SECTION

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**SUPPLEMENTARY CONDITIONS
INDEX**

ARTICLE 5.0	BONDS AND INSURANCE
	Sample Insurance Certificate
ARTICLE 5.2	INSURANCE
ARTICLE 11.0	CHANGE OF CONTRACT PRICE

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SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the "General Conditions", Section 00700. Where any article of the General Conditions is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, sub-paragraph or clause shall remain in effect.

ARTICLE 5.0 BONDS AND INSURANCE

See Sample Insurance Certificate.

ARTICLE 5.2.1 INSURANCE

Delete insurance requirements for Articles 5.2.1.8 and 5.2.1.10;

Delete:

Watercraft Liability

Railroad Protective Liability

ARTICLE 11.0 CHANGE OF CONTRACT PRICE

11.5 ADD 11.5.1, Cash Allowances as follows:

Cash Allowance of \$1,000,000.00 for unforeseen conditions.

END OF SECTION

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AFFIRMATIVE ACTION REQUIREMENTS

- (a) The requirements set forth herein constitute the affirmative action requirements for project activities under this contract

The goal for this contract is to provide ten percent (10%) of employees of contractor and subcontractor to be minority persons.

1. Designate a liaison officer authorized to administer this program in good faith in cooperation with Commission's affirmative action officer during the term of this Contract.
 2. Insert all advertisements for employees in connection with this contract in newspapers having a large circulation in the area of the construction work among minority groups.
 3. Conduct and direct systematic recruitment of employees in connection with this contract through public and private employee referral sources likely to yield qualified minority group applicants, including but not limited to schools, colleges, unions, and minority group organizations.
 4. Use maximum effort to obtain the cooperation of unions to increase opportunities for minority groups for employment, training, and promotion.
 5. Provide assistance to minority group employees for entrance into training programs, i.e., apprenticeship and on-the-job training programs.
 6. Provide assistance to minority group employees in increasing their skills so that they may qualify for high paying employment.
- (b) Submit a certification, with the bid, stating compliance with these affirmative action requirements. Failure to submit the certification or submission of a false certification will be reason to reject the bid.
- (c) Work may be suspended, and any subcontractor will not be approved for participation in the contract, for failure to provide reasonable documentation of a good faith effort to achieve the goals of the affirmative action requirements.
- (d) Be responsible for all subcontractors' compliance with the Affirmative Action Requirements and goals.
- (e) Submit payroll records on a weekly basis for all persons working on the project and indicate those classified as minority persons.

**DUTIES OF CONTRACTOR
UNDER
PENNSYLVANIA AND NEW JERSEY MINIMUM WAGES**

The attached general prevailing minimum wage rates including contributions for employee benefits have been determined by the Secretary of Labor and Industry from Pennsylvania and the Commission of Labor from New Jersey.

The Contractor shall pay to all working persons employed in the performance of this Contract the higher prevailing wage rate from the sets of wage rates included herein, for each Project site location and for each craft and classification involved.

For purposes of determining which prevailing wage rate is the higher of the sets of wage rates including herein, the contractor must account, not only for the higher of the sets listed hourly rates, but also for impact of conditions providing for enhancements of that hourly rate such as overtime and premium time, as the requirement for payment of such enhancements may be affected by the Project schedule provided in the specifications. By way of example only, if the Project schedule were to require Saturday and Sunday work and the prevailing wage determination for Pennsylvania, including payment of premium time for Saturday and Sunday work, would result in a higher total hourly wage than would New Jersey's wage determination for the same work at the same time, then Pennsylvania's wage determination governs payment for work at that time. This rule governs even though New Jersey's wage determination may provide for a higher total hourly wage for non-premium time. In such circumstance, payment to working persons for non-premium time would still be made in accordance with the New Jersey Wage determination. In the event of a questions or disagreement as to which condition, as defined by the two States, is most advantageous to the employee and should apply, the decision of the Engineer will be final.

The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 2962 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates, if applicable.

The Contractor shall pay no less than the wage rates as determined in the decision of the Commissioner of Labor and shall comply with the conditions of the New Jersey Laws of 1963, Chapter 150, if applicable.

Applicable rates are the total hourly rates (as affected by work conditions) in effect on the date the contract is awarded. The total hourly rate is the total of cash (before employee paid payroll taxes) to the employee and the value of applicable fringe benefits. All applicable rate increases must be paid to the work force beginning on the date specified.

The working persons shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as hereinafter set forth. Contractors not paying the itemized employee benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each payday.

These provisions shall apply to all work performed under this Contract by the Contractor and any subcontractors.

The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

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No working person may be employed on the project except in accordance with the classifications set forth herein. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of the Pennsylvania Regulations shall be followed.

All working persons employed or working on the project shall be paid unconditionally regardless of whether any contractual relationship exists, or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor and working persons, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, compute at the rates applicable to the time worked in the appropriate classification.

The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions set forth herein, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay working persons their wages. The posted notice of wage rates must contain the following information:

Name of project: Commission Administration Building at Scudder Falls
and Adaptive Reuse of the 1799 Building

Name of agency (DRJTBC) for which it is being constructed.

The crafts and classifications of working persons listed herein.

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

A statement advising working persons that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with these requirements in any manner whatsoever they may file a protest in writing with the Chief Engineer of the Delaware River Joint Toll Bridge Commission within three (3) months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on this project. Any working persons paid less than the rate of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

The Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each working person employed by him in connection with this Contract and such record must include any deductions from each working person. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the Engineer or his duly authorized representatives.

Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on this project. Any working person using the tools of a craft who does qualify as an apprentice within the provisions of the subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification. Those apprentices from New

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Jersey must comply to New Jersey Rules and Regulations.

Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Engineer has determined to be included in the general prevailing minimum wage rates shall pay the monetary equivalent thereof directly to the working persons. Wage Rate Documents (3) attached herein.

Payment of compensation to working persons for work performed on this project on a lump sum basis, or piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of this Contract regardless of the average hourly earnings resulting there from.

The Contractor and each subcontractor shall file a statement, electronically and in hard copy format, each week and a final statement at the conclusion of the work on this Contract, under oath, and in form satisfactory to the Engineer, certifying that all working persons have been paid wages in strict conformity with the provisions; if any wages remain unpaid to set forth the amount of wages due and owing to each working person respectively.

GEOTECHNICAL DATA / SOILS INVESTIGATIVE REPORT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and other Division 00 and 01 Sections. apply to this Section.

1.2 SUMMARY

- A. This Section includes the report for the Geotechnical Investigations conducted for this Project by soils engineer. THIS REPORT IS FOR INFORMATION ONLY.
 - a. The opinions expressed in the report are those of the soils engineer and represent interpretations of the subsoil conditions, tests, and results of analysis conducted by the Geotechnical Engineer.
 - b. The Contractor may make additional tests, or conduct other exploratory operations, as he may deem appropriate for his own needs for the construction of the Project.
 - i. Any additional exploratory operations conducted by the Contractor are at his own expense, and are not chargeable to the Owner.
 - c. Owner is not, nor will not, be responsible for interpretations or conclusions drawn from the geotechnical data contained herein, or as obtained by the Contractor.

1.3 GEOTECHNICAL REPORT

- A. Geotechnical Exploration for the DRJTBC Administration Building at Scudder Falls, Lower Makefield Township, Pennsylvania. Report prepared by Maser Consulting, P.A., consisting of 35 pages and dated August 2, 2017.

STORMWATER TESTING REPORT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- B. Drawings and General Provisions of the Contract, including General Conditions and other Division 00 and 01 Sections. apply to this Section.

1.2 SUMMARY

- B. This Section includes the Stormwater Testing Report conducted for this Project by soils engineer. THIS REPORT IS FOR INFORMATION ONLY.
 - a. The purpose of the study was to obtain infiltration rates to assist in the design of the stormwater management areas.
 - b. The opinions expressed in the report are those of the soils engineer and represent interpretations of the subsoil conditions, tests, and results of analysis conducted by the Geotechnical Engineer.
 - c. The Contractor may make additional tests, or conduct other exploratory operations, as he may deem appropriate for his own needs for the construction of the Project.
 - i. Any additional exploratory operations conducted by the Contractor are at his own expense, and are not chargeable to the Owner.
 - d. Owner is not, nor will not, be responsible for interpretations or conclusions drawn from the data contained herein, or as obtained by the Contractor.

1.3 STORMWATER TESTING REPORT

- B. Stormwater Testing Report for the DRJTBC Administration Building at Scudder Falls, Lower Makefield Township, Bucks County, Pennsylvania. Report prepared by Maser Consulting, P.A., consisting of 9 pages and dated July 25, 2017.

SECTION 10 14 00 - SITE SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes exterior signs.
- B. Related Requirements:
 - 1. Section 03 30 00 – Cast-in-Place Concrete: Sign pole footing concrete.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT- NOT USED

1.3 REFERENCE STANDARDS

- A. PennDOT Publication 236, current edition with changes.
- B. FHWA Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 version with revisions.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate sign styles, lettering font, foreground and background colors, locations, overall dimensions of each sign.
- C. Manufacturer's Installation Instructions: Submit installation template and attachment devices.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with PennDOT Publication 236, current edition with changes and MUTCD standards.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.
- B. Package signs, labeled in name groups.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not install signs when ambient temperature is lower than recommended by manufacturer.
- C. Maintain this minimum temperature during and after installation of signs.

PART 2 - PRODUCTS

2.1 COMPONENTS

- A. Signs: As specified on the Drawings.
- B. Footings: As specified on the Drawings and in accordance with PennDOT Publication 408, current edition.

2.2 ACCESSORIES

- A. Posts: Green, Type A, break-away steel posts, in accordance with PennDOT Publication 408, current edition.
- B. Bolts: Galvanized

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.

3.2 INSTALLATION

- A. Install signs in locations indicated on the Drawings.

END OF SECTION 10 14 00

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 STIPULATIONS

- A. The specifications sections “General Conditions of Contract”, “Special Conditions” and “Division 1 – General Requirements” form a part of this section by this reference thereto, and shall have the same force and effect as if printed herewith in full.

1.2 SUMMARY

A. Section Includes:

1. Removing paving, curbs, and sidewalks as needed to complete work.
2. Removing trees, shrubs, and other plant life as needed to complete work.
3. Removing abandoned utilities and storm piping.
4. Remove foundation bases.
5. Remove fencing.
6. Remove accessory building structures adjacent to the 1799 building.
7. Removal of all items identified and not identified on the site and architectural Drawings as needed to complete work.

B. Related Sections:

1. Section 31 22 13 - Rough Grading.
2. Section 31 25 13 – Erosion Controls.

1.3 UNIT PRICE - MEASUREMENT AND PAYMENT – NOT USED – LUMP SUM

1.4 REFERENCE STANDARDS

- A. Guidance on Developing and Implementing an Indiana Bat Conservation Plan, U.S. Fish and Wildlife Service, dated July 26, 2011.

1.5 SUBMITTALS

- A. Provide an OSHA compliant safety plan for the project to the Project Engineer prior to starting work. Maintain one (1) copy on-site. The safety plan shall address the specific safety/compliance concerns applicable to its activities in the field, shop, and office such as the following:

- Site Specific Safety Concerns and Standard Operating Procedures
- Personal Protective Equipment (PPE)
- HAZCOM/Right to Know
- Lockout/Tagout Knowledge and Training
- Illness/Injury Recordkeeping and Posting
- OSHA Poster Review
- Reporting Serious Accidents
- Training

B. Weekly safety meetings shall be conducted with all site employees and documentation including meeting minutes and sign-in sheets shall be submitted. These meetings shall deal with specific relevant safety issues as they relate to the work.

1.6 QUALITY ASSURANCE

- A. All specifications shall conform to Specifications **Publication 408, dated 2003** of the Commonwealth of Pennsylvania Department of Transportation.
- B. Perform Work in accordance with PA DEP regulations.
- C. Perform Work in accordance with OSHA regulations.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.
- C. Owner has obtained an advanced tree clearing contract to drop trees in place. Contractor shall be responsible for clearing, grubbing and removal of all felled trees, stumps, branches, limbs, and miscellaneous plant life within the advanced tree clearing contract limits.
- D. Contractor shall be responsible for cutting, clearing, grubbing and removal of all trees, branches, limbs, and miscellaneous plant life outside of the advanced tree clearing contract limits, as depicted on the Plans.
- E. Individual trees may be cut as needed. Excess clearing cannot occur outside of the seasonal tree clearing restriction dates. Any tree clearing must be coordinated with Owner/Engineer.

- F. Ensure area to be cleared meets the requirements of the Federal Endangered Species Act (16 U.S.C. 1531-1543).

3.2 PREPARATION

- A. Contact Owner not less than **three (3)** working days before calling Local Utility Line Information Service and not less than **five (5)** working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Call Local Utility Line Information Service at 811 not less than **three (3)** working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- C. Contact all utility representatives **fifteen (15)** days prior to start of operations.

3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated on the Drawings as to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain with tags or tree protection fencing as shown on the Drawings to remain. Painting of trees to remain is not allowed.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

- A. Seasonal restriction on tree cutting areas. Individual trees may be cut as needed. Only excess clearing of trees may occur between October 1 and March 31.
- B. Clear areas required for access to site and execution of Work.
- C. Remove trees and shrubs within designated limits of disturbance.
- D. Perform all work with minimum damage to trees and brush that are intended to remain.
- E. Work shall be performed in accordance with the Noise Ordinance for Lower Makefield Township, PA and shall be between 7:00 a.m. to dusk on weekdays and 8:00 a.m. to dusk on weekends and holidays. Work at each location shall be scheduled at least 48-hours in advance with the project engineer.
- F. Advise the Project Engineer of any animal species or nests found on site. Protect until a relocation plan is established.

- G. The contractor will comply with any local laws involving safety in the prosecution of this work and will be responsible for coordinating all activities with any utility companies whose facilities (overhead power lines, etc.) may be affected during this work.

3.5 REMOVAL

- A. Remove existing foundations, drainage pipes and structures not being utilized with the project, reset existing structures; removal of debris, rock, stone and extracted plant life from site as depicted on plans.
- B. Remove paving, curbs, and sidewalks as indicated on Drawings. Neatly saw cut edges at right angle to surface.
- C. Remove abandoned utilities and storm pipes. Indicated removal termination point for underground utilities on Record Documents. Coordinate work with utility companies.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil or material.
- C. Stockpile in area designated on site and protect from erosion.
- D. Remove excess topsoil not intended for reuse, from site.

3.7 CLEANUP

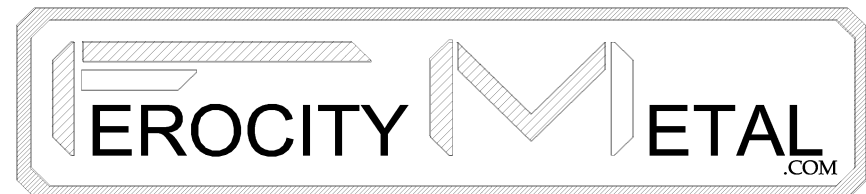
- A. The Contractor shall make all necessary repairs including but not limited to asphalt repairs, topsoil, seed and mulch of the rutted areas and exposed soil due to Contractor operations. If Contractor causes rutting of areas outside of the seeding seasons as identified in PennDOT Publication 408, 2011 Edition Section 804.3, the Contractor shall install temporary soil erosion control measures at the direction of the engineer at no additional charge.
- B. Broom sweep surrounding paved areas
- C. Clear roadway drainage ditches/swales of any debris associated with this work
- D. Remove any remaining tree tags and/or tree protection fencing.

END OF SECTION 31 10 00

EXHIBIT TO PDA #1 : LOBBY SCULPTURE (with Textured Metal Background)

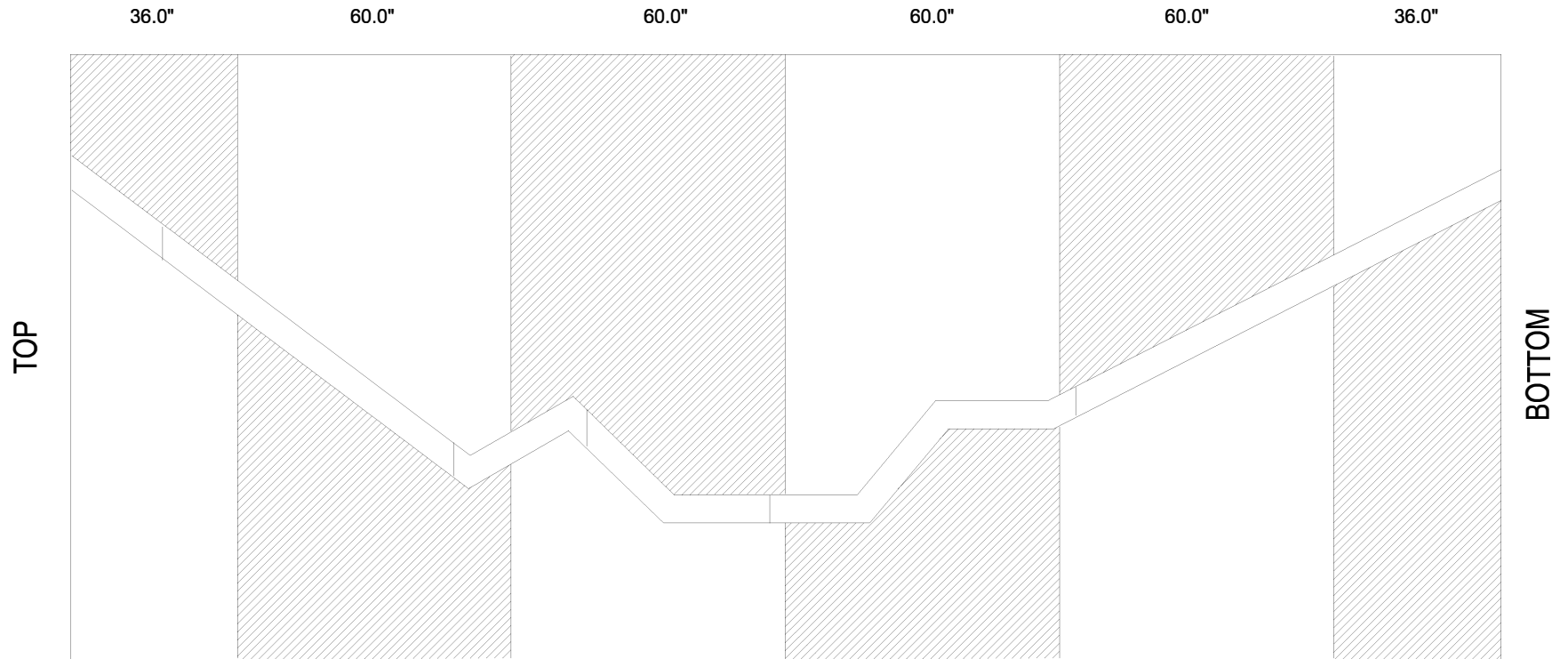
DRJTBC CONTRACT # T-707A : CAPITAL PROJECT 1644A
USA ARCHITECTS PROJECT # 2017-012

MECHANICAL FABRICATOR & METAL ART DECORUM
MECHANICAL FABRICATOR



1550 LEHIGH DRIVE, EASTON PA 18042 PHONE 484-353-3022

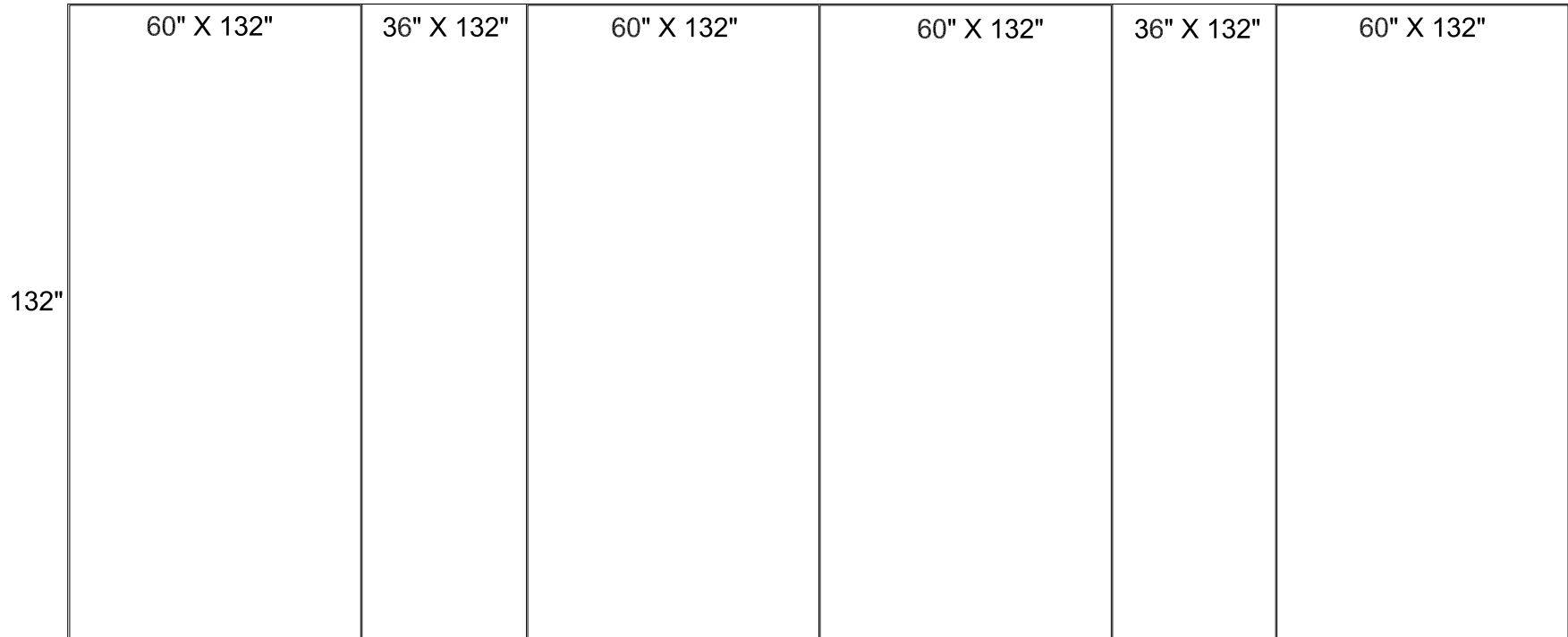
TEXTURED FINISH ALUMINUM SHEET LAYOUT



NOTES

- ALUMINUM SHEETS IS THE BEST OPTION CONSIDERING WEIGHT TO SIZE RATIO & MINIMIZING THE QUANTITY OF PANELS
- LINES ON THE RIVER ROUTE ARE REFERENCE OF ACRYLIC UNION
- POWDER COATING FINISH OF QTY-12 PCS WILL BE "GRANNY SMITH" WITH THE HAMMER FINISH & FINAL CLEARCOAT

BASE PANEL LAYOUT

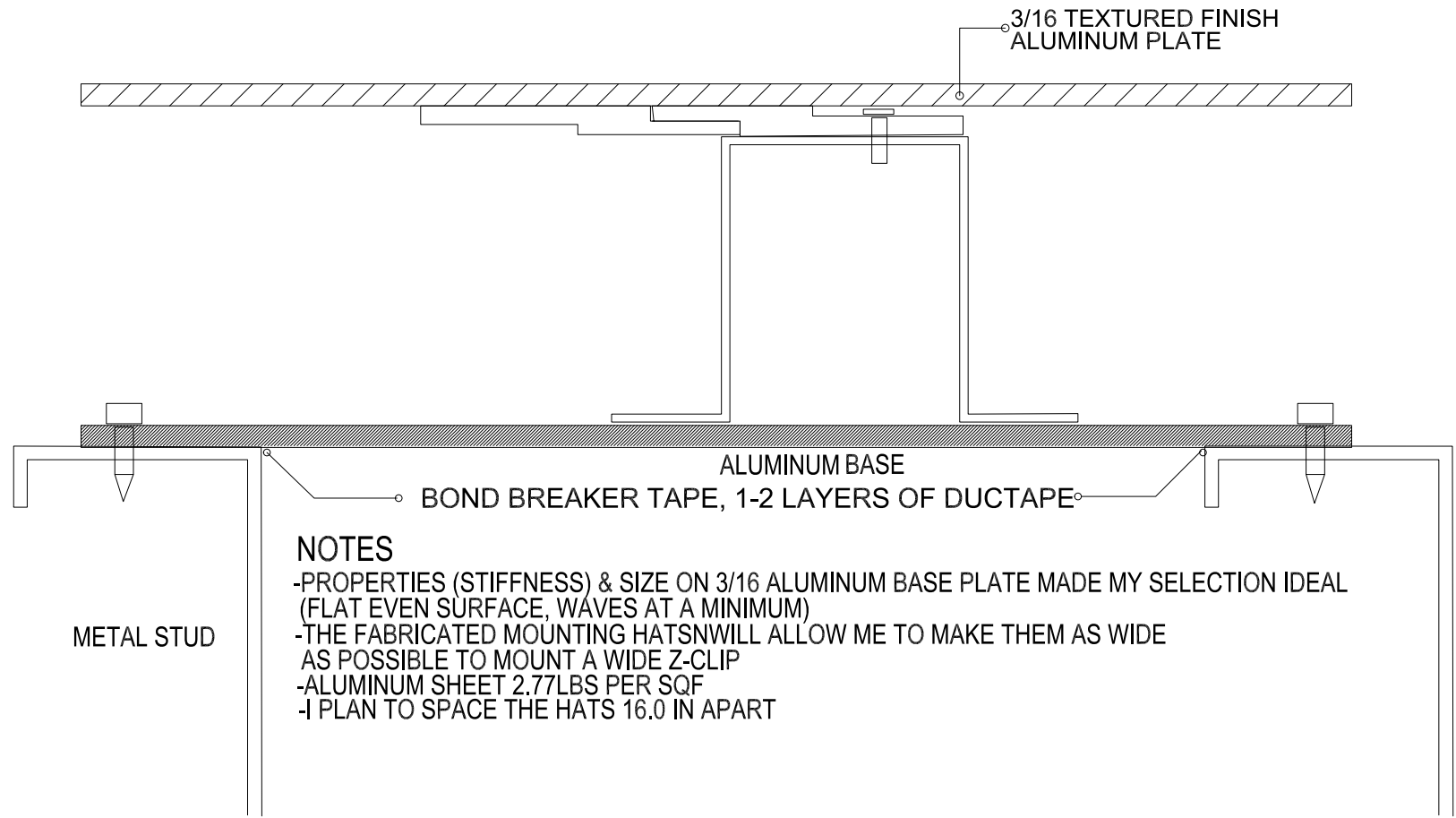


ALUMINUM BASE REFERENCE NOTES

312"

- BASE REFERENCE WILL ALLOW ME TO POSITION EVERY PART OF THE SCULPTURE INTO ITS PLACE.
- 3/16 ALUMINUM SHEET MATERIAL PREFERRED @2.77LBS PER S.Q.F.
- BASE WILL SAVE A TON OF TIME ON BUILDING & INSTALLATION.
- MAKE POINT OF ATTACHMENT O THE BASE TO INSTALL A POWERED HOIST & PUT POINTS TO HOOK & ATTACH LIFTING POINTS.

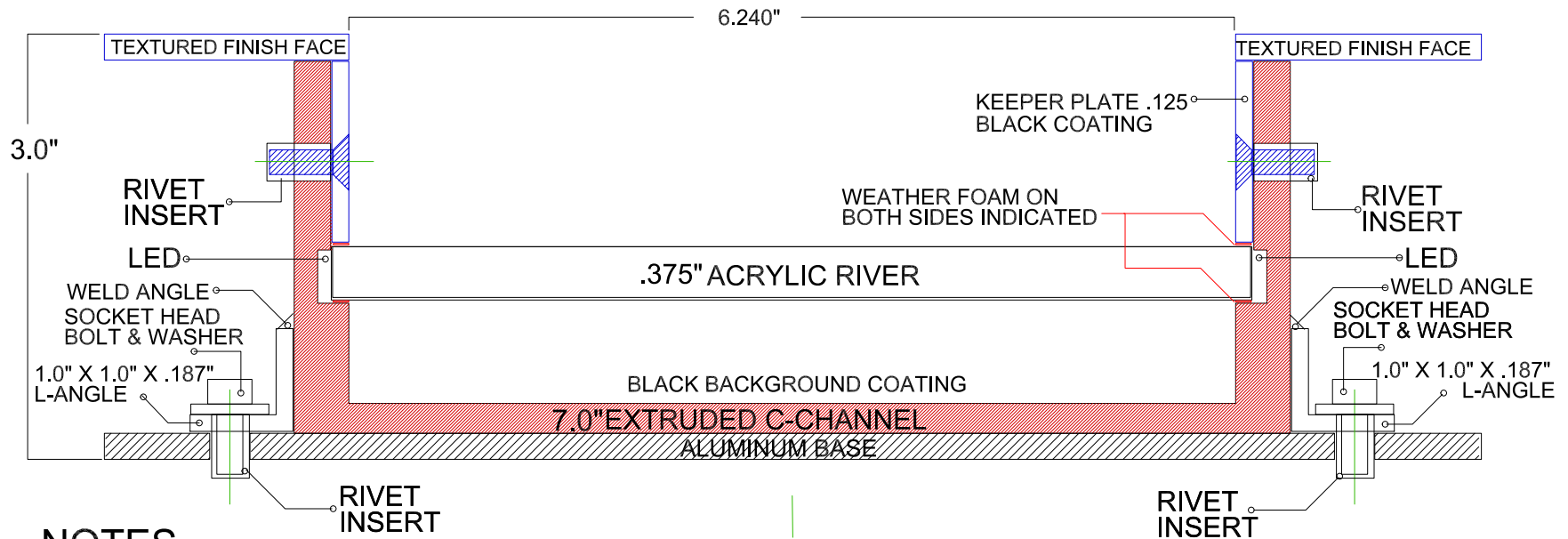
- DRILL HOLES THRU ON THE ALUMINUM BASE SPACED 12IN APART WERE TO BE MOUNTED ON STUDS, COATED SCREWS WILL BE USED SIZE 8-12



NOTES

- PROPERTIES (STIFFNESS) & SIZE ON 3/16 ALUMINUM BASE PLATE MADE MY SELECTION IDEAL (FLAT EVEN SURFACE, WAVES AT A MINIMUM)
- THE FABRICATED MOUNTING HATS WILL ALLOW ME TO MAKE THEM AS WIDE AS POSSIBLE TO MOUNT A WIDE Z-CLIP
- ALUMINUM SHEET 2.77LBS PER SQF
- I PLAN TO SPACE THE HATS 16.0 IN APART

PLAN VIEW SECTION



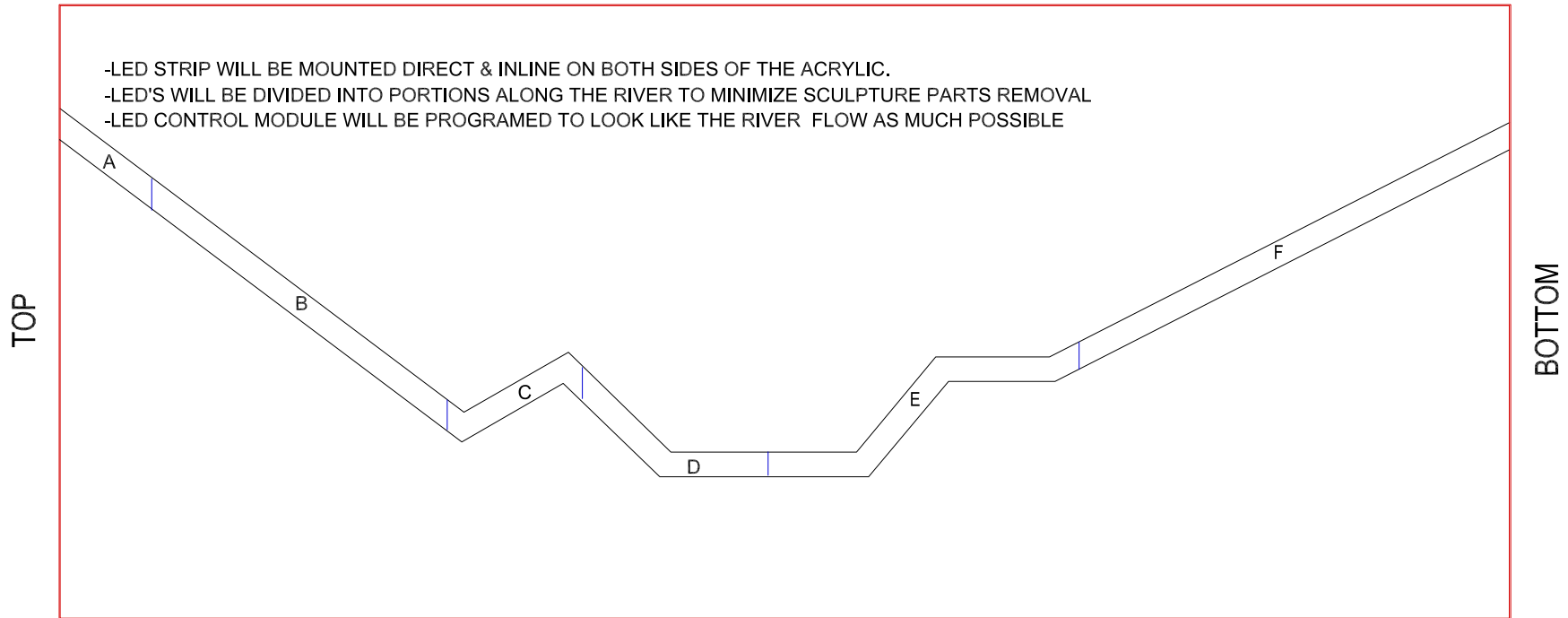
NOTES

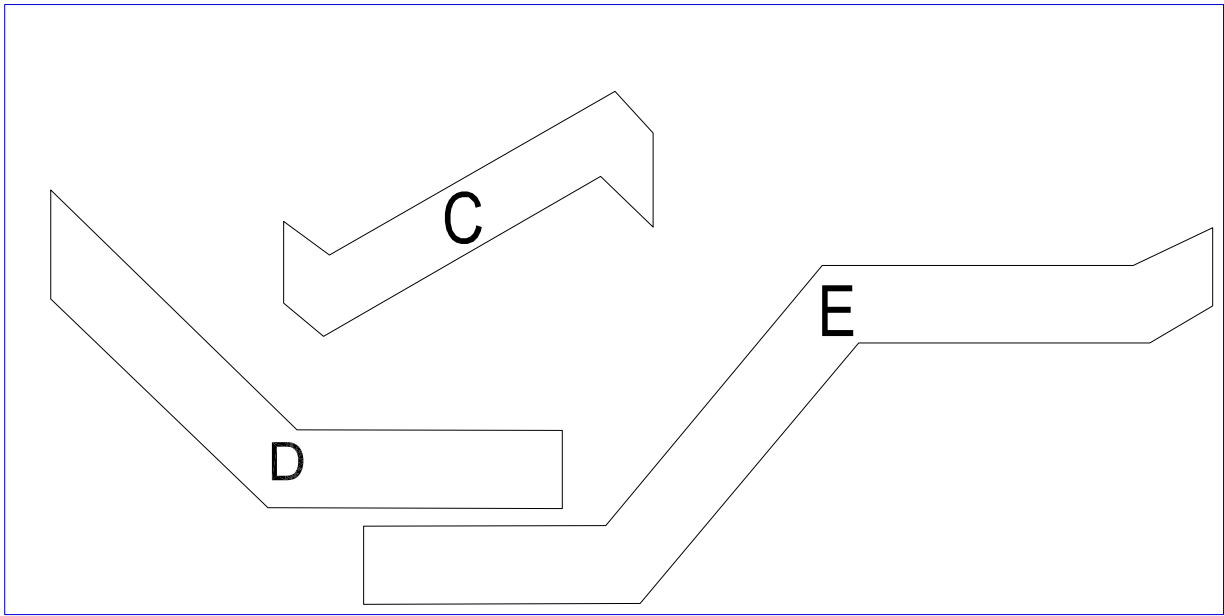
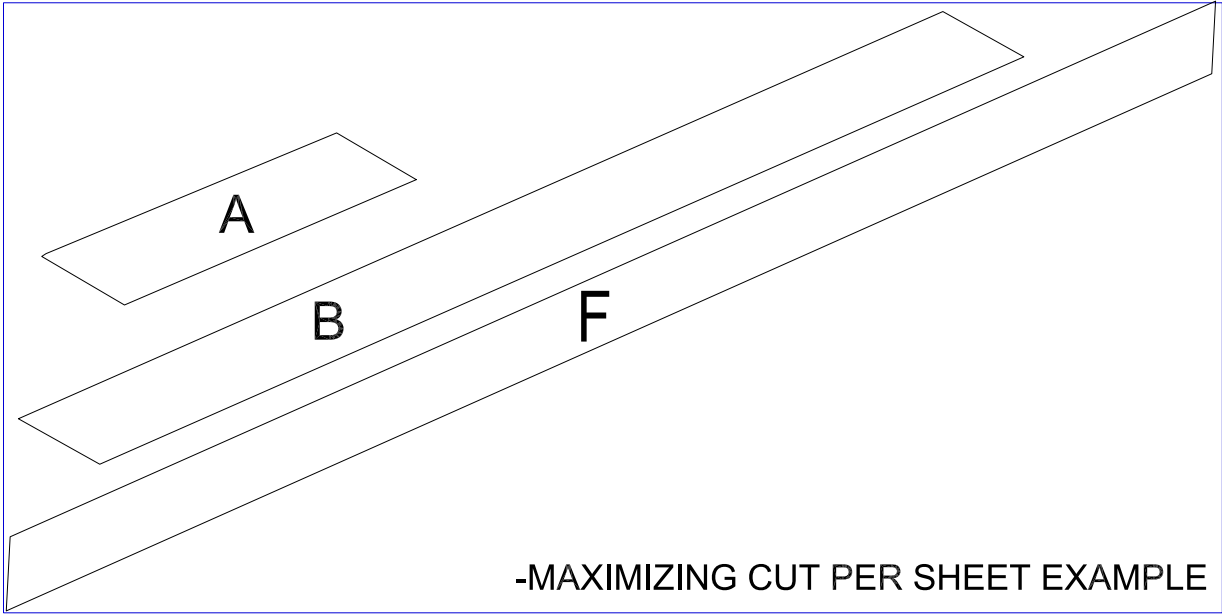
- LEADING THE WAY OF THE RIVER WITH A EXTRUDED C-CHANNEL WITH PATHWAYS MACHINED TO FIT THE LED & THE ACRYLIC.
- THREADED RIVETS ARE TO BE INSTALLED ON BASE & ALONG THE EXTRUDED C-CHANNEL.
- RIVER C-CHANNEL POSITION WILL BE REFERENCED ON THE BASE WITH THREADED RIVETS INSTALLED.
- THREADED RIVETS WILL BE 3/8 OR 10MM BOLT SIZE.
- KEEPER BLOCK WILL BE FIT & SEATED ON A WEATHER SEAL FOAM BETWEEN ACRYLIC TO ABSORB CLAMP PRESSURE.
- RIVETS USED TO MOUNT THE EXTRUDED ALUMINUM WILL BE NO MORE THAN 16.0" APART.

RIVER SECTION

ACRYLIC RIVER POSITIONS

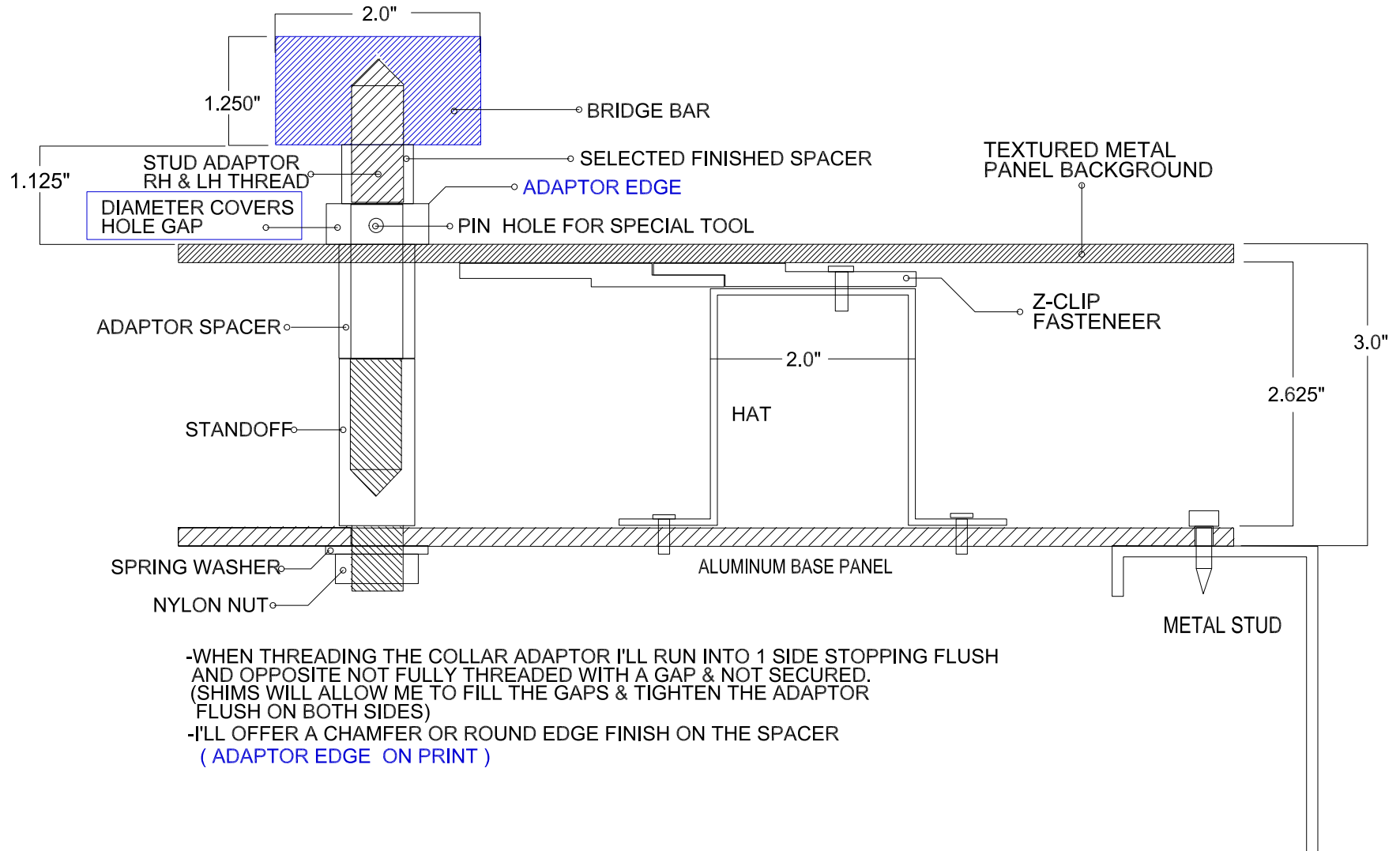
- LED STRIP WILL BE MOUNTED DIRECT & INLINE ON BOTH SIDES OF THE ACRYLIC.
- LED'S WILL BE DIVIDED INTO PORTIONS ALONG THE RIVER TO MINIMIZE SCULPTURE PARTS REMOVAL
- LED CONTROL MODULE WILL BE PROGRAMED TO LOOK LIKE THE RIVER FLOW AS MUCH POSSIBLE



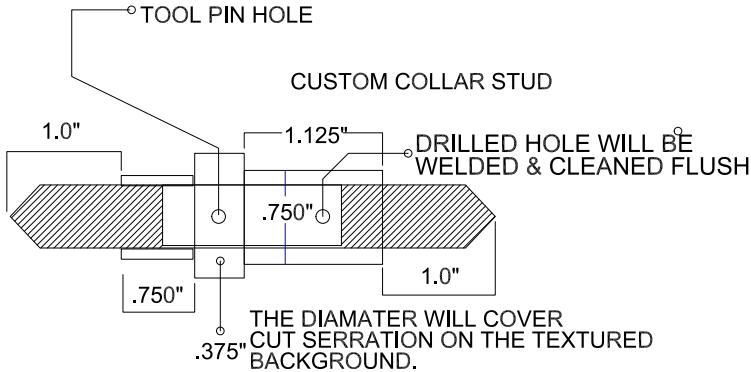


ACRYLIC RIVER PIECES

BRIDGE MOUNT DETAIL

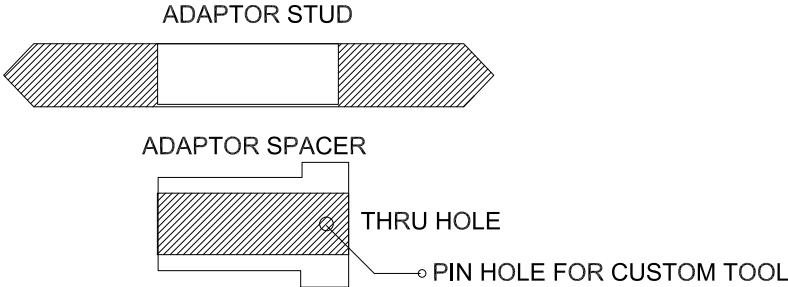


BRIDGE MOUNT HARDWARE

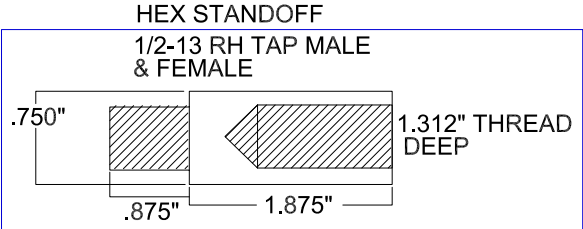


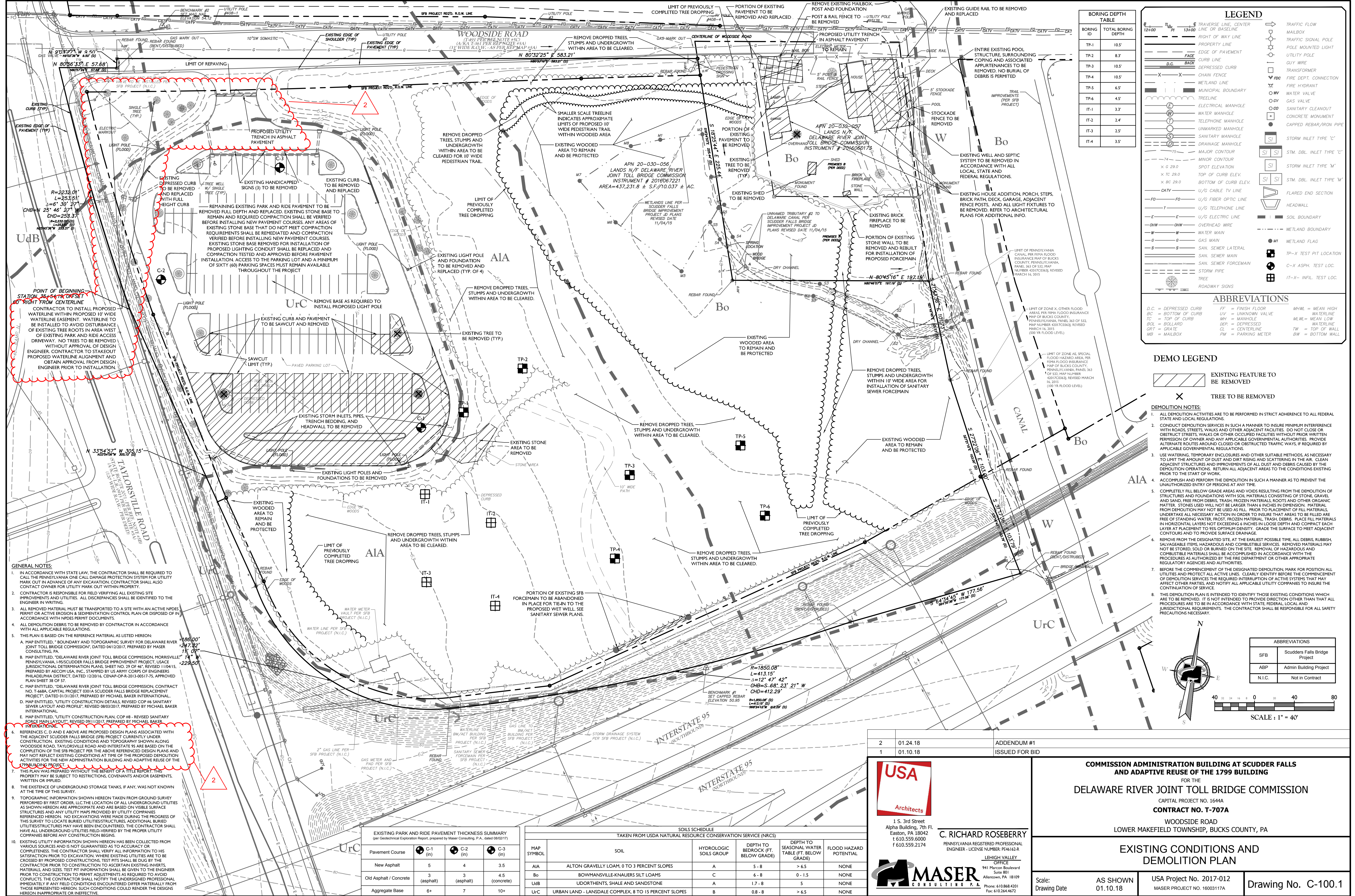
NOTES

- THE ADAPTOR SPACER WILL BE WELDED ON THE STUD ADAPTOR
- I WILL LEAVE THE FINISH OF THE COLLAR STUD UP FOR GRABS BEFORE INSTALLATION.
- WHEN MAKING THE SPACER ADAPTOR I'LL SAMPLE A BEVELED CORNER SAMPLE FOR PREFERENCE



BOTH TOGETHER COLLAR ADAPTOR





BORING ID	TOTAL BORING DEPTH
TP-1	10.5'
TP-2	8.3'
TP-3	10.5'
TP-4	10.5'
TP-5	6.5'
TP-6	4.5'
IT-1	3.3'
IT-2	2.4'
IT-3	2.5'
IT-4	3.5'

	TRAFFIC FLOW
	MAILBOX
	TRAFFIC SIGNAL POLE
	POLE MOUNTED LIGHT
	UTILITY POLE
	GUY WIRE
	TRANSFORMER
	FIRE DEPT. CONNECTION
	FIRE HYDRANT
	WATER VALVE
	GAS VALVE
	SANITARY CLEANSOUT
	CONCRETE MONUMENT
	CAPPED REBAR/IRON PIPE
	STORM INLET TYPE 'C'
	STIM. DBL. INLET TYPE 'C'
	STORM INLET TYPE 'M'
	STIM. DBL. INLET TYPE 'M'
	FLARED END SECTION
	HEADWALL
	SOIL BOUNDARY
	WETLAND BOUNDARY
	WETLAND FLAG
	WATER MAIN
	SAN. SEWER LATERAL
	SAN. SEWER MAIN
	SAN. SEWER FOREMAIN
	STORM PIPE
	TREE
	ROADWAY SIGNS

D.C.	DEPRESSED CURB	FF	FINISH FLOOR	M.H.W.	MEAN HIGH WATERLINE
BC	BOTTOM OF CURB	UV	UNKNOWN VALUE	M.E.L.	MEAN LOW WATERLINE
TC	TOP OF CURB	LM	LOW	MB	MEAN LOW WATERLINE
DBL	DOUBLE	DEP	DEPRESSED	TL	TOP OF WALL
GR1	GRAVEL	CL	CENTRELINE	TM	TOP OF MOUNTAIN
MB	MAILBOX	PM	PARKING METER	BW	BOTTOM WALL

	EXISTING FEATURE TO BE REMOVED
	TREE TO BE REMOVED

- DEMOLITION NOTES:**
- ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN STRICT ADHERENCE TO ALL FEDERAL, STATE AND LOCAL REGULATIONS.
 - CONDUCT DEMOLITION SERVICES IN SUCH A MANNER TO INSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED FACILITIES WITHOUT PRIOR WRITTEN PERMISSION OF OWNER AND ANY APPLICABLE GOVERNMENTAL AUTHORITIES. PROVIDE ALTERNATE ROUTES AND/OR CLOSED OR OBSTRUCTED TRAFFIC WAYS, IF REQUIRED BY APPLICABLE GOVERNMENTAL REGULATIONS.
 - USE WATERING, TEMPORARY END-CLOSURES AND OTHER SUITABLE METHODS, AS NECESSARY TO LIMIT THE AMOUNT OF DUST AND DRIFT RISING AND SCATTERING IN THE AIR. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. RETURN ALL ADJACENT AREAS TO THE CONDITIONS EXISTING PRIOR TO THE START OF WORK.
 - ACCOMPLISH AND PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE UNAUTHORIZED ENTRY OF PERSONS AT ANY TIME.
 - COMPLETELY FILL BELOW GRADE AREAS AND VOIDS RESULTING FROM THE DEMOLITION OF STRUCTURES AND FOUNDATIONS WITH SOIL MATERIALS CONSISTING OF STONE, GRAVEL AND SAND. FREE FROM BROKEN TRASH, PROTRUDING ROOTS AND OTHER ORGANIC MATTER. STONES USED WILL NOT BE LARGER THAN 6 INCHES IN DIMENSION. MATERIAL FROM DEMOLITION SHALL NOT BE REUSED FOR FILL. PRIOR TO ACCEPTANCE OF FILL, UNDERTAKE ALL NECESSARY ACTION IN ORDER TO INSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, PROTRUDING MATERIAL, TRASH, DEBRIS. PLACE FILL MATERIALS IN HORIZONTAL LAYERS NOT EXCEEDING 6 INCHES IN LOOSE DEPTH AND COMPACT EACH LAYER AT EACHMENT TO THE SPECIFIED DENSITY. GRADE THE SURFACE TO MEET ADJACENT CONTOURS AND TO PROVIDE SURFACE DRAINAGE.
 - REMOVE FROM THE DESIGNATED SITE, AT THE EARLIEST POSSIBLE TIME, ALL DEBRIS, RUBBISH, SALVAGEABLE ITEMS, HAZARDOUS AND COMBUSTIBLE SERVICES. REMOVED MATERIALS MAY NOT BE STORED, SOLD OR BURNED ON THE SITE. REMOVAL OF HAZARDOUS AND COMBUSTIBLE MATERIALS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROCEDURES AS AUTHORIZED BY THE FIRE DEPARTMENT OR OTHER APPROPRIATE REGULATORY AGENCIES AND AUTHORITIES.
 - BEFORE THE COMMENCEMENT OF THE DESIGNATED DEMOLITION, MARK FOR POSITION ALL UTILITIES AND PROTECT ALL ACTIVE LINES. CLEARLY IDENTIFY BEFORE THE COMMENCEMENT OF DEMOLITION SERVICES THE REQUIRED INTERLUR OF ACTIVE SYSTEMS THAT MAY AFFECT OTHER UTILITIES AND NOTIFY ALL APPLICABLE UTILITY COMPANIES TO INSURE THE CONTINUATION OF SERVICE.
 - THE DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING CONDITIONS WHICH ARE TO BE REMOVED, IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL PROCEDURES ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL AND PROFESSIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS NECESSARY.

- GENERAL NOTES:**
- IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR SHALL BE REQUIRED TO CALL THE PENNSYLVANIA ONE CALL DAMAGE PROTECTION SYSTEM FOR UTILITY MARK OUT IN ADVANCE OF ANY DEMOLITION. CONTRACTOR SHALL ALSO CONTACT OWNER FOR UTILITY MARK OUT WITHIN PROPERTY.
 - CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENGINEER IN WRITING.
 - ALL REMOVED MATERIAL MUST BE TRANSPORTED TO A SITE WITH AN ACTIVE WINDS PERMIT OR ACTIVE EROSION & SEDIMENTATION CONTROL PLAN OR DISPOSED OF IN ACCORDANCE WITH WINDS PERMIT DOCUMENTS.
 - ALL DEMOLITION DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
 - THIS PLAN IS BASED ON THE REFERENCE MATERIAL AS LISTED HEREON:
 - A. MAP ENTITLED, "BOUNDARY AND TOPOGRAPHIC SURVEY FOR DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION," DATED 04/12/2017, PREPARED BY MASER CONSULTING, PA.
 - B. MAP ENTITLED, "DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION, HOKRSVILLE," PENNSYLVANIA PROSCUDER FALLS BRIDGE IMPROVEMENT PROJECT, LOCAL JURISDICTIONAL DETERMINATION PLAN, SHEET NO. 39 OF 46, REVISED 10/04/15, PREPARED BY AECOM USA, INC., STAFFED BY LEAHY CORP. OF ENGINEERS, PHILADELPHIA DISTRICT, DATED 12/20/16, CENAP-OP-R-2013-001773, APPROVED PLAN SHEET 01 OF 32.
 - C. MAP ENTITLED, "DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION, CONTRACT NO. TAMM CAPITAL PROJECT 2014 SCUDDER FALLS BRIDGE IMPROVEMENT PROJECT," DATED 01/31/2017, PREPARED BY MICHAEL BAKER INTERNATIONAL.
 - D. MAP ENTITLED, "UTILITY CONSTRUCTION DETAILS, REVISED COP & SANITARY SEWER LAYOUT AND PROFILE, REVISED 08/02/17, PREPARED BY MICHAEL BAKER INTERNATIONAL.
 - E. MAP ENTITLED, "UTILITY CONSTRUCTION PLAN, COP #8, REVISED SANITARY SEWER LAYOUT, REVISED 08/11/2017, PREPARED BY MICHAEL BAKER INTERNATIONAL.
 - REFERENCES C, D AND E ABOVE ARE PROPOSED DESIGN PLANS ASSOCIATED WITH THE ADAPTIVE REUSE OF THE 1799 BUILDING PROJECT. CURRENTLY UNDER CONSTRUCTION. EXISTING CONDITIONS AND TOPOGRAPHY SHOWN ALONG WOODSIDE ROAD AND INTERSTATE 95 ARE BASED ON THE COMPLETION OF THE SITE PER FOR THE ABOVE REFERENCED DESIGN PLANS AND MAY NOT REFLECT EXISTING CONDITIONS AT THE TIME OF THE PROPOSED DEMOLITION ACTIVITIES FOR THE NEW ADMINISTRATION BUILDING AND ADAPTIVE REUSE OF THE 1799 BUILDING PROJECT.
 - THIS PLAN WAS PREPARED WITHOUT FIELD VERIFICATION OF THE PROPERTY. THE PROPERTY MAY BE SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS WRITTEN OR IMPLIED.
 - THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THIS SURVEY.
 - TOPOGRAPHIC INFORMATION SHOWN HEREON TAKEN FROM GROUND SURVEY PERFORMED BY FIRST ORDER, LLC. THE LOCATION OF ALL UNDERGROUND UTILITIES IS SHOWN HEREON AND APPROXIMATE AND ARE BASED ON UTILITY COMPANIES STRUCTURES AND ANY UTILITY MAPS PROVIDED BY UTILITY COMPANIES REFERENCED HEREON. NO INVESTIGATION WAS MADE DURING THE COURSE OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. ADDITIONAL BURIED UTILITIES/STRUCTURES, IF ANY, HAVE BEEN IDENTIFIED. THE CONTRACTOR SHALL HAVE ALL UNDERGROUND UTILITIES FIELD VERIFIED BY THE PROPER UTILITY COMPANIES BEFORE ANY CONSTRUCTION BEGINS.
 - EXISTING UTILITY INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO EXCAVATION. WHERE EXISTING UTILITIES ARE TO BE CROSSED BY PROPOSED CONSTRUCTION, TEST FITS SHALL BE DONE BY THE CONTRACTOR PRIOR TO CONSTRUCTION TO ASCERTAIN EXISTING INVERTS, MATERIALS AND SIZES. TEST FIT INFORMATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION TO PERMIT ADJUSTMENTS AS REQUIRED TO AVOID CONFLICTS. THE CONTRACTOR SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL ENGINEER IMMEDIATELY IF ANY FIELD CONDITIONS ENCOUNTERED DIFFER MATERIALLY FROM THOSE REPRESENTED HEREON. SUCH CONDITIONS COULD RENDER THE DESIGN HEREON INAPPROPRIATE OR INEFFECTIVE.

Pavement Course	C-1 (in)	C-2 (in)	C-3 (in)
New Asphalt	5	4	3.5
Old Asphalt / Concrete	3 (asphalt)	3 (asphalt)	concrete
Aggregate Base	6+	7	10+

MAP SYMBOL	SOIL	HYDROLOGIC SOILS GROUP	DEPTH TO BEDROCK (FT. BELOW GRADE)	DEPTH TO SEASONAL WATER TABLE (FT. BELOW GRADE)	FLOOD HAZARD POTENTIAL
A/A	ALTON GRAVELLY LOAM, 0 TO 3 PERCENT SLOPES	A	5 - 8	> 6.5	NONE
Bo	BOWMANVILLE-KANAUERS SILT LOAMS	C	6 - 8	0 - 1.5	NONE
UdB	UOORTHENTS, SHALE AND SANDSTONE	A	1.7 - 8	5	NONE
U/C	URBAN LAND - LANDSCAPE COMPLEX, 8 TO 15 PERCENT SLOPES	B	0.8 - 8	> 6.5	NONE

USA Architects

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P 610.559.6000
F 610.559.2174

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941 Marcon Boulevard
Lehigh Valley
Allentown, PA 18109
Phone: 610.868.4201
Fax: 610.264.4672

COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING

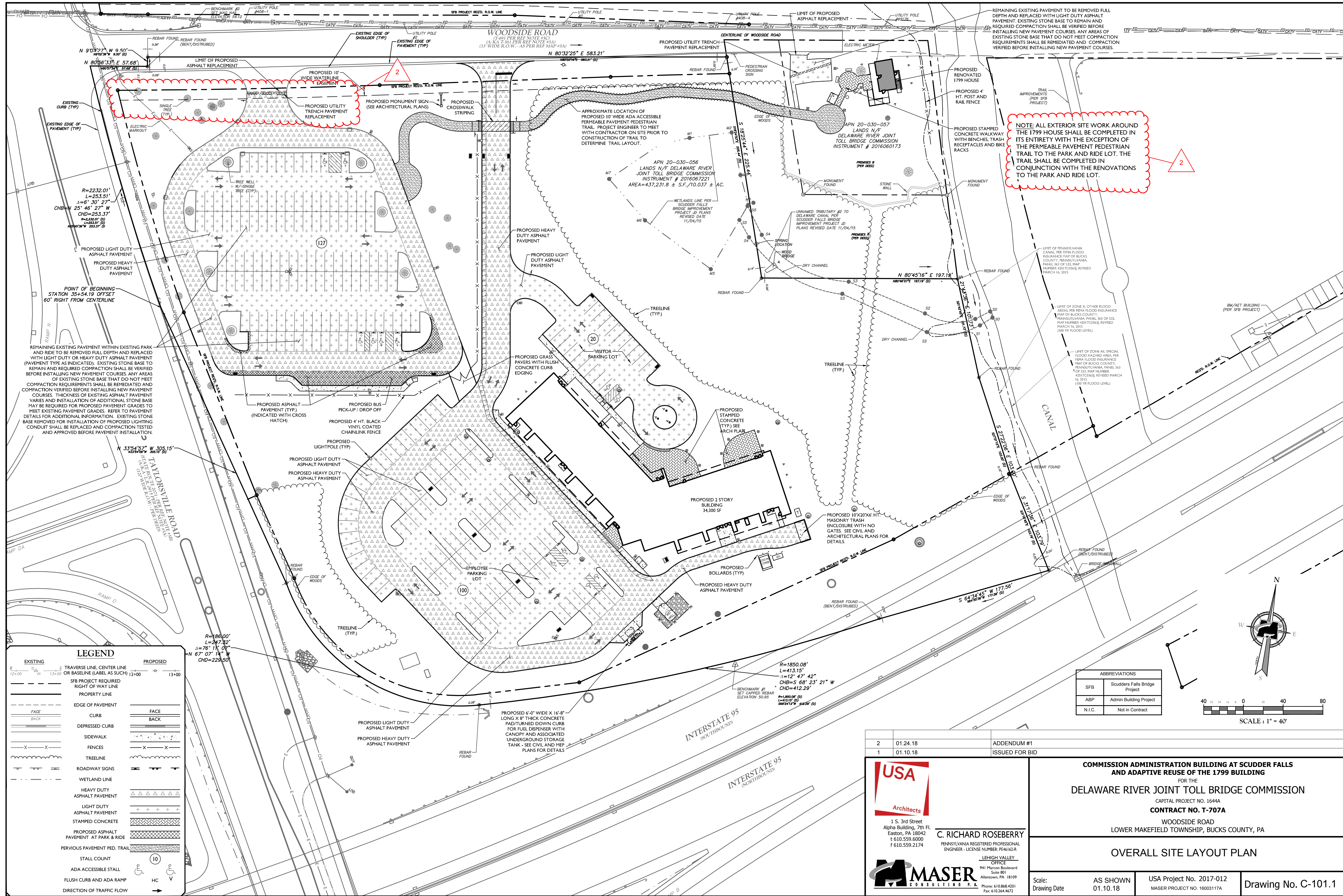
FOR THE
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

CAPITAL PROJECT NO. 1644A
CONTRACT NO. T-707A

WOODSIDE ROAD
LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA

EXISTING CONDITIONS AND DEMOLITION PLAN

Scale: Drawing Date	AS SHOWN 01.10.18	USA Project No. 2017-012 MASER PROJECT NO. 16003117A	Drawing No. C-100.1
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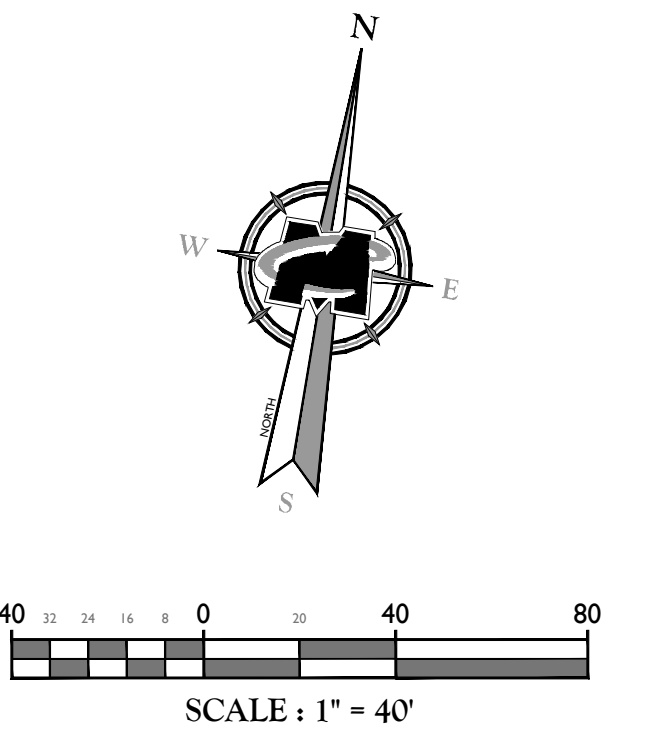


LEGEND

EXISTING	PROPOSED
12+00	13+00
TRaverse LINE CENTER LINE OR BASELINE (LABEL AS SUCH) (12+00)	13+00
SFB PROJECT REQUIRED RIGHT OF WAY LINE	
PROPERTY LINE	
EDGE OF PAVEMENT	FACE
CURB	BACK
DEPRESSED CURB	
SIDEWALK	
FENCES	
TREELINE	
ROADWAY SIGNS	
WETLAND LINE	
HEAVY DUTY ASPHALT PAVEMENT	
LIGHT DUTY ASPHALT PAVEMENT	
STAMPED CONCRETE	
PROPOSED ASPHALT PAVEMENT AT PARK & RIDE	
PERVIOUS PAVEMENT PED. TRAIL	
STALL COUNT	(10)
ADA ACCESSIBLE STALL	HC
FLUSH CURB AND ADA RAMP	V
DIRECTION OF TRAFFIC FLOW	→

ABBREVIATIONS

SFB	Scudder Falls Bridge Project
ABP	Admin Building Project
N.I.C.	Not In Contract



2	01.24.18	ADDENDUM #1
1	01.10.18	ISSUED FOR BID

USA Architects

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C. RICHARD ROSEBERRY

PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER - LICENSE NUMBER: PE61612R

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941 Marcon Boulevard
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Fax: 610.264.4672

COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING

FOR THE
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

CAPITAL PROJECT NO. 1644A
CONTRACT NO. T-707A

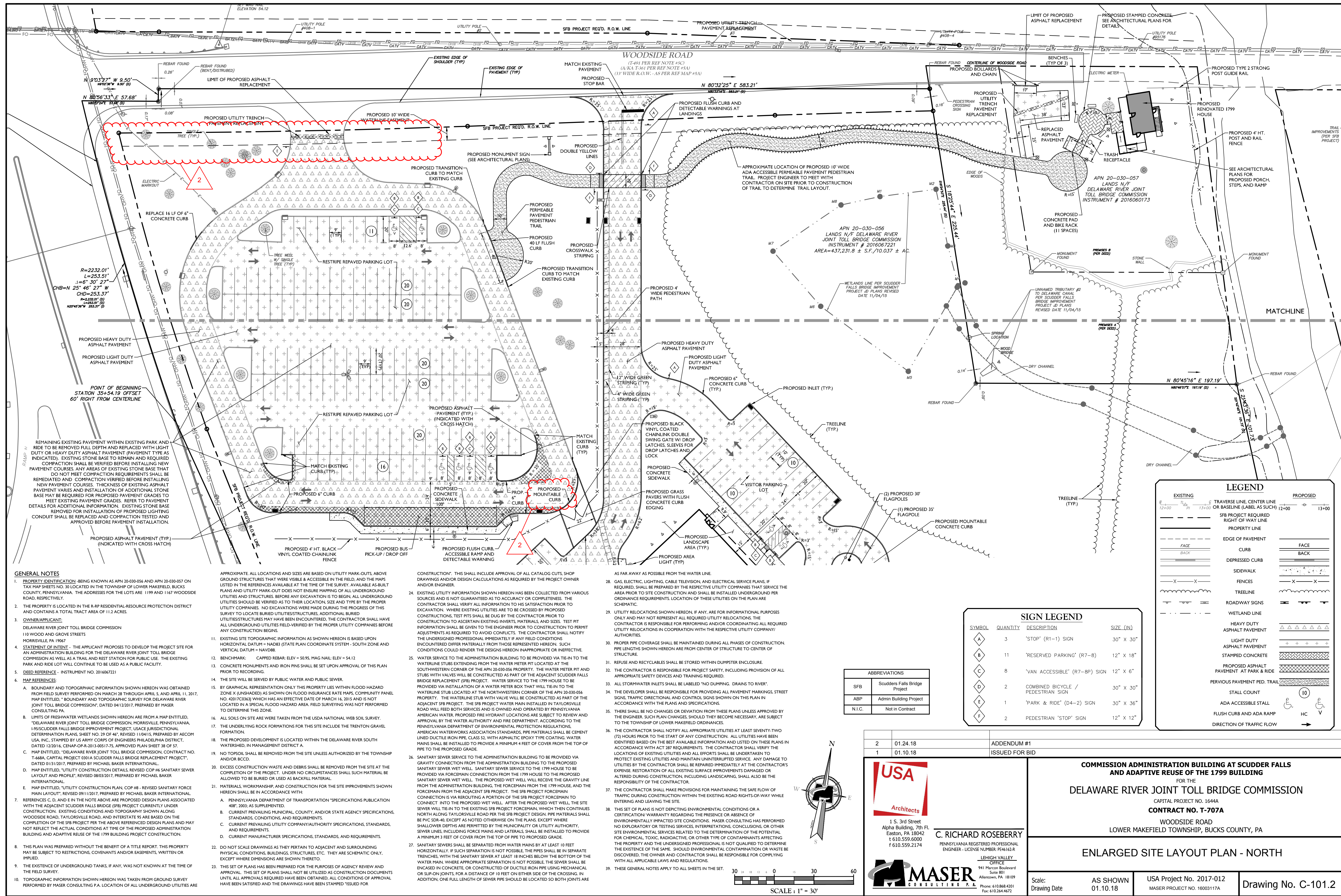
WOODSIDE ROAD
LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA

OVERALL SITE LAYOUT PLAN

Scale: AS SHOWN
Drawing Date: 01.10.18

USA Project No. 2017-012
MASER PROJECT NO. 16003117A

Drawing No. C-101.1



GENERAL NOTES

- PROPERTY IDENTIFICATION - BEING KNOWN AS APN 20-030-056 AND APN 20-030-057 ON TAX MAP SHEET NO. 30 LOCATED IN THE TOWNSHIP OF LOWER MAKEFIELD, BUCKS COUNTY, PENNSYLVANIA. THE ADDRESSES FOR THE LOTS ARE 1199 AND 1167 WOODSIDE ROAD, RESPECTIVELY.
- THE PROPERTY IS LOCATED IN THE RAR RESIDENTIAL-RESOURCE PROTECTION DISTRICT AND CONTAINS A TOTAL TRACT AREA OF 11.2 ACRES.
- OWNER: MASER CONSULTING PA.
- DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION 110 WOOD AND GROVE STREETS MORRISVILLE, PA 1967
- STATEMENT OF INTENT - THE APPLICANT PROPOSES TO DEVELOP THE PROJECT SITE FOR AN ADMINISTRATION BUILDING FOR THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION AS WELL AS A TRAIL AND REST STATION FOR PUBLIC USE. THE EXISTING PARK AND BSE LOT WILL CONTINUE TO BE USED AS A PUBLIC FACILITY.
- DEED REFERENCE - INSTRUMENT NO. 2016067221
- MAP REFERENCES:
 - BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON WAS OBTAINED FROM FIELD SURVEY PERFORMED ON MARCH 28 THROUGH APRIL 5, AND APRIL 11, 2017. MAP ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY FOR DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION," DATED 04/12/2017, PREPARED BY MASER CONSULTING PA.
 - LIMITS OF FRESHWATER WETLANDS SHOWN HEREON ARE FROM A MAP ENTITLED "DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION, MORRISVILLE, PENNSYLVANIA, 195 SCUDDER FALLS BRIDGE IMPROVEMENT PROJECT, LANDSCAPE ARCHITECTURAL DETERMINATION PLANS, SHEET NO. 21 OF 40; REVISED 1/06/15, PREPARED BY AECOM USA, INC., STAMPED BY US ARMY CORPS OF ENGINEERS PHILADELPHIA DISTRICT, DATED 12/20/14, CDAP OFA 2011-2001-073, APPROVED PLAN SHEET 38 OF 57.
 - MAP ENTITLED "DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION, CONTRACT NO. 1466A, CAPITAL PROJECT 2014 SCUDDER FALLS BRIDGE REPLACEMENT PROJECT," DATED 03/13/2017, PREPARED BY MICHAEL BAKER INTERNATIONAL.
 - MAP ENTITLED "UTILITY CONSTRUCTION DETAILS, REVISED COP #6 SANITARY SEWER LAYOUT AND PROFILE," REVISED 08/01/2017, PREPARED BY MICHAEL BAKER INTERNATIONAL.
 - MAP ENTITLED "UTILITY CONSTRUCTION PLAN, COP #8 - REVISED SANITARY FORCE MAIN LAYOUT," REVISED 09/11/2017, PREPARED BY MICHAEL BAKER INTERNATIONAL.
 - REFERENCES C, D, AND E IN THE NOTE ABOVE ARE PROPOSED DESIGN PLANS ASSOCIATED WITH THE ADJACENT SCUDDER FALLS BRIDGE (SFB) PROJECT CURRENTLY UNDER CONSTRUCTION. EXISTING CONDITIONS AND TOPOGRAPHY SHOWN ALONG WOODSIDE ROAD, TAYLORVILLE ROAD, AND INTERSTATE 476 ARE BASED ON THE COMPLETION OF THE SFB PROJECT. THE ABOVE REFERENCED DESIGN PLANS MAY NOT REFLECT THE ACTUAL CONDITIONS AT THE TOP OF THE PROPOSED ADMINISTRATION BUILDING AND ADAPTIVE REUSE OF THE 1799 BUILDING PROJECT CONSTRUCTION.
- THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS PROPERTY MAY BE SUBJECT TO RESTRICTIONS, COVENANTS AND EASEMENTS, WRITTEN OR IMPLIED.
- THE EXISTENCE OF UNDERGROUND TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY. THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL APPROVALS REQUIRED HAVE BEEN OBTAINED, ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED AND THE DRAWINGS HAVE BEEN STAMPED "ISSUED FOR CONSTRUCTION". THIS SHALL INCLUDE APPROVAL OF ALL CATALOG CUTS, SHOP DRAWINGS AND/OR DESIGN CALCULATIONS AS REQUIRED BY THE PROJECT OWNER AND/OR ENGINEER.
- EXISTING UTILITY INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO EXCAVATION. WHERE EXISTING UTILITIES ARE TO BE CROSSED BY PROPOSED CONSTRUCTIONS, TEST PITS SHALL BE DUG BY THE CONTRACTOR PRIOR TO CONSTRUCTION TO ASCERTAIN EXISTING INVERTS, MATERIALS, AND SIZES. TEST PIT INFORMATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION TO PERMIT ADJUSTMENTS AS REQUIRED TO AVOID CONFLICTS. THE CONTRACTOR SHALL NOTIFY THE UNDERDESIGNED PROFESSIONAL, IMMEDIATELY IF ANY FIELD CONDITIONS ENCOUNTERED DIFFER MATERIALLY FROM THOSE REPRESENTED HEREON. SUCH CONDITIONS COULD RENDER THE DESIGN HEREON INAPPROPRIATE OR INEFFECTIVE.
- WATER SERVICE TO THE ADMINISTRATION BUILDING TO BE PROVIDED VIA TIE-IN TO THE WATERLINE SUB-EXTENDING FROM THE WATER METER PIT LOCATED AT THE SOUTHWESTERN CORNER OF THE APN 20-030-056 PROPERTY. THE WATER METER PIT AND STUBS WITH VALVES WILL BE CONSTRUCTED AS PART OF THE ADJACENT SCUDDER FALLS BRIDGE REPLACEMENT PROJECT. WATER SERVICE TO THE 1799 HOUSE TO BE PROVIDED VIA INSTALLATION OF A WATER MAIN THAT WILL TIE IN TO THE WATERLINE SUB LOCATED AT THE NORTHWESTERN CORNER OF THE APN 20-030-056 PROPERTY. THE WATERLINE SUB WITH VALVES WILL BE CONSTRUCTED AS PART OF THE ADJACENT SFB PROJECT. THE SFB PROJECT WATER MAIN INSTALLED IN TAYLORVILLE ROAD WILL SERVE BOTH SERVICES AND IS OWNED AND OPERATED BY PENNSYLVANIA AMERICAN WATER. PROPOSED FIRE HYDRANT LOCATIONS ARE SUBJECT TO REVIEW AND APPROVAL BY THE WATER AUTHORITY AND FIRE DEPARTMENT. ACCORDING TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS, AMERICAN WATERWORKS ASSOCIATION STANDARDS, PIPE MATERIALS SHALL BE CEMENT UNLINED DUCTILE IRON PIPE, CLASS 51, WITH ASPHALTIC PROXY TYPE COATING. WATER MAINS SHALL BE INSTALLED TO PROVIDE A MINIMUM 4 FEET OF COVER FROM THE TOP OF PIPE TO THE PROPOSED GRADE.
- SANITARY SEWER SERVICE TO THE ADMINISTRATION BUILDING TO BE PROVIDED VIA GRAVITY CONNECTION FROM THE ADMINISTRATION BUILDING TO THE PROPOSED SANITARY SEWER WET WELL. SANITARY SEWER SERVICE TO THE 1799 HOUSE TO BE PROVIDED VIA FORCE MAIN CONNECTION FROM THE 1799 HOUSE TO THE PROPOSED SANITARY SEWER WET WELL. THE PROPOSED WET WELL WILL BE LOCATED AT THE GAVITY LINE FROM THE ADMINISTRATION BUILDING, THE FORCE MAIN FROM THE 1799 HOUSE AND THE FORCE MAIN FROM THE ADJACENT SFB PROJECT. THE SFB PROJECT FORCE MAIN CONNECTION IS VIA REROUTING A PORTION OF THE SFB PROJECT FORCE MAIN TO THE PROPOSED GRADE.
- SANITARY SEWERS SHALL BE SEPARATED FROM WATER MAINS BY AT LEAST 18 INCH TRENCHES, WITH THE SANITARY SEWER AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN, WHERE APPROPRIATE SEPARATION IS NOT POSSIBLE, THE SEWER SHALL BE ENCASED IN CONCRETE OR CONSTRUCTED OF DUCTILE IRON PIPE USING MECHANICAL OR SLOP JOINT, FOR A DISTANCE OF 10 FEET ON EITHER SIDE OF THE CROSSING. IN ADDITION, ONE FULL LENGTH OF SEWER PIPE SHOULD BE LOCATED SO BOTH JOINTS ARE AS FAR AWAY AS POSSIBLE FROM THE WATER LINE.
- GAS, ELECTRIC, LIGHTING, CABLE TELEVISION, AND ELECTRICAL SERVICE PLANS, IF REQUIRED, SHALL BE PREPARED BY THE RESPECTIVE UTILITY COMPANIES THAT SERVE THE AREA PRIOR TO SITE CONSTRUCTION AND SHALL BE INSTALLED UNDERGROUND WITH PER ORDINANCE REQUIREMENTS. LOCATION OF THESE UTILITIES ON THE PLAN ARE SCHEMATIC.
- UTILITY RELOCATIONS SHOWN HEREON, IF ANY, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT REPRESENT ALL REQUIRED UTILITY RELOCATIONS. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING AND/OR COORDINATING ALL REQUIRED UTILITY RELOCATIONS IN COOPERATION WITH THE RESPECTIVE UTILITY COMPANY AUTHORITIES.
- PROPER PIPE COVERAGE SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE DEPTH OF EXISTING UTILITIES AND ALL EROSION SHALL BE UNDETAILED TO PROTECT EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE. ANY DAMAGE TO UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. RESTORATION OF ALL EXISTING SURFACE IMPROVEMENTS DAMAGED OR ALTERED DURING CONSTRUCTION, INCLUDING LANDSCAPING, SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING THE SAFE FLOW OF TRAFFIC DURING CONSTRUCTION WITHIN THE EXISTING ROAD RIGHTS-OF-WAY WHILE ENTERING AND LEAVING THE SITE.
- THE SET OF PLANS IS NOT IMPARTING ENVIRONMENTAL, PRELIMINARY OR A CERTIFICATION WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ENVIRONMENTALLY IMPACTED SITE CONDITIONS. MASER CONSULTING HAS PERFORMED NO EXPLORATORY OR TESTING SERVICES INTERPRETATIONS, CONCLUSIONS, OR OTHER SITE ENVIRONMENTAL SERVICES RELATED TO THE DETERMINATION OF THE POTENTIAL FOR CHEMICAL, TOXIC, RADIOACTIVE, OR OTHER TYPE OF CONTAMINANTS AFFECTING THE PROPERTY AND THE UNDERDESIGNED PROFESSIONAL IS NOT QUALIFIED TO DETERMINE THE EXISTENCE OF THE SAME. SHOULD ENVIRONMENTAL CONTAMINATION OR WASTE BE DISCOVERED, THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS.
- THESE GENERAL NOTES APPLY TO ALL SHEETS IN THE SET.

APPROXIMATE ALL LOCATIONS AND SIZES ARE BASED ON UTILITY MARK-OUTS ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD AND THE MAPS LISTED IN THE REFERENCES AVAILABLE AT THE TIME OF THE SURVEY. AVAILABLE AS-BUILT PLANS AND UTILITY MARK-OUT DOES NOT ENSURE MAPPING OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY HAVE BEEN ENCOUNTERED. THE CONTRACTOR SHALL HAVE ALL UNDERGROUND UTILITIES FIELD-VERIFIED BY THE PROPER UTILITY COMPANIES BEFORE ANY CONSTRUCTION BEGINS.

11. EXISTING SITE TOPOGRAPHIC INFORMATION AS SHOWN HEREON IS BASED UPON HORIZONTAL DATUM 1983 (NAD83) STATE PLANNING COORDINATE SYSTEM - SOUTH ZONE AND VERTICAL DATUM = NAVD83.

12. BENCHMARK: CAPED REBAR, ELEV = 50.93, MAG. NAIL, N/ELEV = 54.12

13. CONCRETE MONUMENTS AND IRON PINS SHALL BE SET UPON APPROVAL OF THIS PLAN PRIOR TO RECORDING.

14. THE SITE WILL BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.

15. BY GRAPHICAL REPRESENTATION ONLY THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE X (UNSHADDED) AS SHOWN ON FLOOD INSURANCE RATE MAPS, COUNTY/STATE PANEL NO. 100-070301 WHICH HAS AN EFFECTIVE DATE OF MARCH 16, 2015 AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. FIELD SURVEYING WAS NOT PERFORMED TO DETERMINE THIS ZONE.

16. ALL SOILS ON SITE ARE WHERE TAKEN FROM THE US NATIONAL WEB SOIL SURVEY.

17. THE UNDERLYING ROCK FORMATIONS FOR THIS SITE INCLUDE THE TRENTON GRAVEL FORMATION.

18. THE PROPOSED DEVELOPMENT IS LOCATED WITHIN THE DELAWARE RIVER SOUTH WATERSHED, IN MANAGEMENT DISTRICT A.

19. NO TOPSOIL SHALL BE REMOVED FROM THE SITE UNLESS AUTHORIZED BY THE TOWNSHIP AND/OR BECD.

20. EXCESS CONSTRUCTION WASTE AND DEBRIS SHALL BE REMOVED FROM THE SITE AT THE COMPLETION OF THE PROJECT. UNDER NO CIRCUMSTANCES SHALL SUCH MATERIAL BE ALLOWED TO BE BURIED OR USED AS BACKFILL MATERIAL.

21. MATERIALS WORKMANSHIP, AND CONSTRUCTION FOR THE SITE IMPROVEMENTS PUBLISHED HEREON SHALL BE IN ACCORDANCE WITH:

- PENNSYLVANIA DEPARTMENT OF TRANSPORTATION "SPECIFICATIONS PUBLICATION 4002," AS SUPPLEMENTED.
- CURRENT PREVAILING MUNICIPAL, COUNTY, AND/OR STATE AGENCY SPECIFICATIONS, STANDARDS, CONDITIONS, AND REQUIREMENTS.
- CURRENT PREVAILING UTILITY COMPANY/AUTHORITY SPECIFICATIONS, STANDARDS, AND REQUIREMENTS.
- CURRENT MANUFACTURER SPECIFICATIONS, STANDARDS, AND REQUIREMENTS.

22. DO NOT SCALE DRAWINGS AS THEY PERTAIN TO ADJACENT AND SURROUNDING PHYSICAL CONDITIONS, BUILDINGS, STRUCTURES, ETC. THEY ARE SCHEMATIC ONLY, EXCEPT WHERE DIMENSIONS ARE SHOWN THEREON.

23. THIS SET OF PLANS HAS BEEN PREPARED FOR THE PURPOSES OF AGENCY REVIEW AND APPROVAL. THIS SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL APPROVALS REQUIRED HAVE BEEN OBTAINED, ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED AND THE DRAWINGS HAVE BEEN STAMPED "ISSUED FOR CONSTRUCTION".

AS FAR AWAY AS POSSIBLE FROM THE WATER LINE.

24. EXISTING CONSTRUCTION INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO EXCAVATION. WHERE EXISTING UTILITIES ARE TO BE CROSSED BY PROPOSED CONSTRUCTIONS, TEST PITS SHALL BE DUG BY THE CONTRACTOR PRIOR TO CONSTRUCTION TO ASCERTAIN EXISTING INVERTS, MATERIALS, AND SIZES. TEST PIT INFORMATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION TO PERMIT ADJUSTMENTS AS REQUIRED TO AVOID CONFLICTS. THE CONTRACTOR SHALL NOTIFY THE UNDERDESIGNED PROFESSIONAL, IMMEDIATELY IF ANY FIELD CONDITIONS ENCOUNTERED DIFFER MATERIALLY FROM THOSE REPRESENTED HEREON. SUCH CONDITIONS COULD RENDER THE DESIGN HEREON INAPPROPRIATE OR INEFFECTIVE.

25. WATER SERVICE TO THE ADMINISTRATION BUILDING TO BE PROVIDED VIA TIE-IN TO THE WATERLINE SUB-EXTENDING FROM THE WATER METER PIT LOCATED AT THE SOUTHWESTERN CORNER OF THE APN 20-030-056 PROPERTY. THE WATER METER PIT AND STUBS WITH VALVES WILL BE CONSTRUCTED AS PART OF THE ADJACENT SCUDDER FALLS BRIDGE REPLACEMENT PROJECT. WATER SERVICE TO THE 1799 HOUSE TO BE PROVIDED VIA INSTALLATION OF A WATER MAIN THAT WILL TIE IN TO THE WATERLINE SUB LOCATED AT THE NORTHWESTERN CORNER OF THE APN 20-030-056 PROPERTY. THE WATERLINE SUB WITH VALVES WILL BE CONSTRUCTED AS PART OF THE ADJACENT SFB PROJECT. THE SFB PROJECT WATER MAIN INSTALLED IN TAYLORVILLE ROAD WILL SERVE BOTH SERVICES AND IS OWNED AND OPERATED BY PENNSYLVANIA AMERICAN WATER. PROPOSED FIRE HYDRANT LOCATIONS ARE SUBJECT TO REVIEW AND APPROVAL BY THE WATER AUTHORITY AND FIRE DEPARTMENT. ACCORDING TO THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) REGULATIONS, AMERICAN WATERWORKS ASSOCIATION STANDARDS, PIPE MATERIALS SHALL BE CEMENT UNLINED DUCTILE IRON PIPE, CLASS 51, WITH ASPHALTIC PROXY TYPE COATING. WATER MAINS SHALL BE INSTALLED TO PROVIDE A MINIMUM 4 FEET OF COVER FROM THE TOP OF PIPE TO THE PROPOSED GRADE.

26. SANITARY SEWER SERVICE TO THE ADMINISTRATION BUILDING TO BE PROVIDED VIA GRAVITY CONNECTION FROM THE ADMINISTRATION BUILDING TO THE PROPOSED SANITARY SEWER WET WELL. SANITARY SEWER SERVICE TO THE 1799 HOUSE TO BE PROVIDED VIA FORCE MAIN CONNECTION FROM THE 1799 HOUSE TO THE PROPOSED SANITARY SEWER WET WELL. THE PROPOSED WET WELL WILL BE LOCATED AT THE GAVITY LINE FROM THE ADMINISTRATION BUILDING, THE FORCE MAIN FROM THE 1799 HOUSE AND THE FORCE MAIN FROM THE ADJACENT SFB PROJECT. THE SFB PROJECT FORCE MAIN CONNECTION IS VIA REROUTING A PORTION OF THE SFB PROJECT FORCE MAIN TO THE PROPOSED GRADE.

27. SANITARY SEWERS SHALL BE SEPARATED FROM WATER MAINS BY AT LEAST 18 INCH TRENCHES, WITH THE SANITARY SEWER AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN, WHERE APPROPRIATE SEPARATION IS NOT POSSIBLE, THE SEWER SHALL BE ENCASED IN CONCRETE OR CONSTRUCTED OF DUCTILE IRON PIPE USING MECHANICAL OR SLOP JOINT, FOR A DISTANCE OF 10 FEET ON EITHER SIDE OF THE CROSSING. IN ADDITION, ONE FULL LENGTH OF SEWER PIPE SHOULD BE LOCATED SO BOTH JOINTS ARE AS FAR AWAY AS POSSIBLE FROM THE WATER LINE.

28. GAS, ELECTRIC, LIGHTING, CABLE TELEVISION, AND ELECTRICAL SERVICE PLANS, IF REQUIRED, SHALL BE PREPARED BY THE RESPECTIVE UTILITY COMPANIES THAT SERVE THE AREA PRIOR TO SITE CONSTRUCTION AND SHALL BE INSTALLED UNDERGROUND WITH PER ORDINANCE REQUIREMENTS. LOCATION OF THESE UTILITIES ON THE PLAN ARE SCHEMATIC.

29. UTILITY RELOCATIONS SHOWN HEREON, IF ANY, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY NOT REPRESENT ALL REQUIRED UTILITY RELOCATIONS. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING AND/OR COORDINATING ALL REQUIRED UTILITY RELOCATIONS IN COOPERATION WITH THE RESPECTIVE UTILITY COMPANY AUTHORITIES.

30. PROPER PIPE COVERAGE SHALL BE MAINTAINED DURING ALL PHASES OF CONSTRUCTION. THE DEPTH OF EXISTING UTILITIES AND ALL EROSION SHALL BE UNDETAILED TO PROTECT EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE. ANY DAMAGE TO UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. RESTORATION OF ALL EXISTING SURFACE IMPROVEMENTS DAMAGED OR ALTERED DURING CONSTRUCTION, INCLUDING LANDSCAPING, SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.

31. REFUSE AND RECYCLABLES SHALL BE STORED WITHIN DUMPSTER ENCLOSURE.

32. THE CONTRACTOR IS RESPONSIBLE FOR PROJECT SAFETY, INCLUDING PROVISION OF ALL APPROPRIATE SAFETY DEVICES AND TRAINING REQUIRED.

33. ALL STORMWATER INLETS SHALL BE LABELED "NO DUMPING. DRAINS TO RIVER".

34. THE DEVELOPER SHALL BE RESPONSIBLE FOR PROVIDING ALL PAVEMENT MARKINGS, STREET SIGNS, TRAFFIC DIRECTIONAL, AND CONTROL SIGNS SHOWN ON THIS PLAN IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

35. THERE SHALL BE NO CHANGES OR DEVIATION FROM THESE PLANS, UNLESS APPROVED BY THE ENGINEER. SUCH PLAN CHANGES SHOULD BE NECESSARY, ARE SUBJECT TO THE TOWNSHIP OF LOWER MAKEFIELD ORDINANCES.

36. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE UTILITIES AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE START OF ANY CONSTRUCTION. ALL UTILITIES HAVE BEEN IDENTIFIED BASED ON THE BEST AVAILABLE INFORMATION AND LISTED ON THESE PLANS IN ACCORDANCE WITH ALL PER REQUIREMENTS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES AND ALL EROSION SHALL BE UNDETAILED TO PROTECT EXISTING UTILITIES AND MAINTAIN UNINTERRUPTED SERVICE. ANY DAMAGE TO UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. RESTORATION OF ALL EXISTING SURFACE IMPROVEMENTS DAMAGED OR ALTERED DURING CONSTRUCTION, INCLUDING LANDSCAPING, SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR.

37. THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING THE SAFE FLOW OF TRAFFIC DURING CONSTRUCTION WITHIN THE EXISTING ROAD RIGHTS-OF-WAY WHILE ENTERING AND LEAVING THE SITE.

38. THE SET OF PLANS IS NOT IMPARTING ENVIRONMENTAL, PRELIMINARY OR A CERTIFICATION WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ENVIRONMENTALLY IMPACTED SITE CONDITIONS. MASER CONSULTING HAS PERFORMED NO EXPLORATORY OR TESTING SERVICES INTERPRETATIONS, CONCLUSIONS, OR OTHER SITE ENVIRONMENTAL SERVICES RELATED TO THE DETERMINATION OF THE POTENTIAL FOR CHEMICAL, TOXIC, RADIOACTIVE, OR OTHER TYPE OF CONTAMINANTS AFFECTING THE PROPERTY AND THE UNDERDESIGNED PROFESSIONAL IS NOT QUALIFIED TO DETERMINE THE EXISTENCE OF THE SAME. SHOULD ENVIRONMENTAL CONTAMINATION OR WASTE BE DISCOVERED, THE OWNER AND CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS.

39. THESE GENERAL NOTES APPLY TO ALL SHEETS IN THE SET.

ABBREVIATIONS

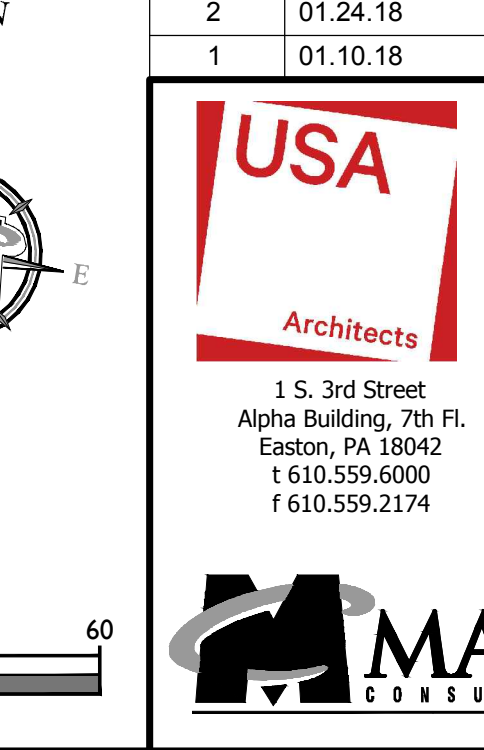
SFB	Scudder Falls Bridge Project
ABP	Admin Building Project
N.I.C.	Not in Contract

SIGN LEGEND

SYMBOL	QUANTITY	DESCRIPTION	SIZE (IN)
A	3	"STOP" (R1-1) SIGN	30" x 30"
B	11	"RESERVED PARKING" (R7-B)	12" x 18"
C	8	"VAN ACCESSIBLE" (R7-BP) SIGN	12" x 6"
D	2	COMBINED BICYCLE / PEDESTRIAN SIGN	30" x 30"
E	1	"PARK & RIDE" (D4-2) SIGN	30" x 36"
F	2	PEDESTRIAN "STOP" SIGN	12" x 12"

LEGEND

EXISTING	PROPOSED	
12+00	13+00	TRAVELER LINE, CENTER LINE OR BASELINE (LABEL AS SUCH) 12+00
		SFB PROJECT REQUIRED RIGHT OF WAY LINE
		PROPERTY LINE
		EDGE OF PAVEMENT
		CURB
		DEPRESSED CURB
		SIDEWALK
		FENCES
		TREELINE
		ROADWAY SIGNS
		WETLAND LINE
		HEAVY DUTY ASPHALT PAVEMENT
		LIGHT DUTY ASPHALT PAVEMENT
		STAMPED CONCRETE
		PROPOSED ASPHALT PAVEMENT AT PARK & RIDE
		PERVIOUS PAVEMENT RED. TRAIL
		STALL COUNTER
		ADA ACCESSIBLE STALL
		FLUSH CURB AND ADA RAMP
		DIRECTION OF TRAFFIC FLOW



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COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING

FOR THE
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

CAPITAL PROJECT NO. 1649A
CONTRACT NO. T-707A

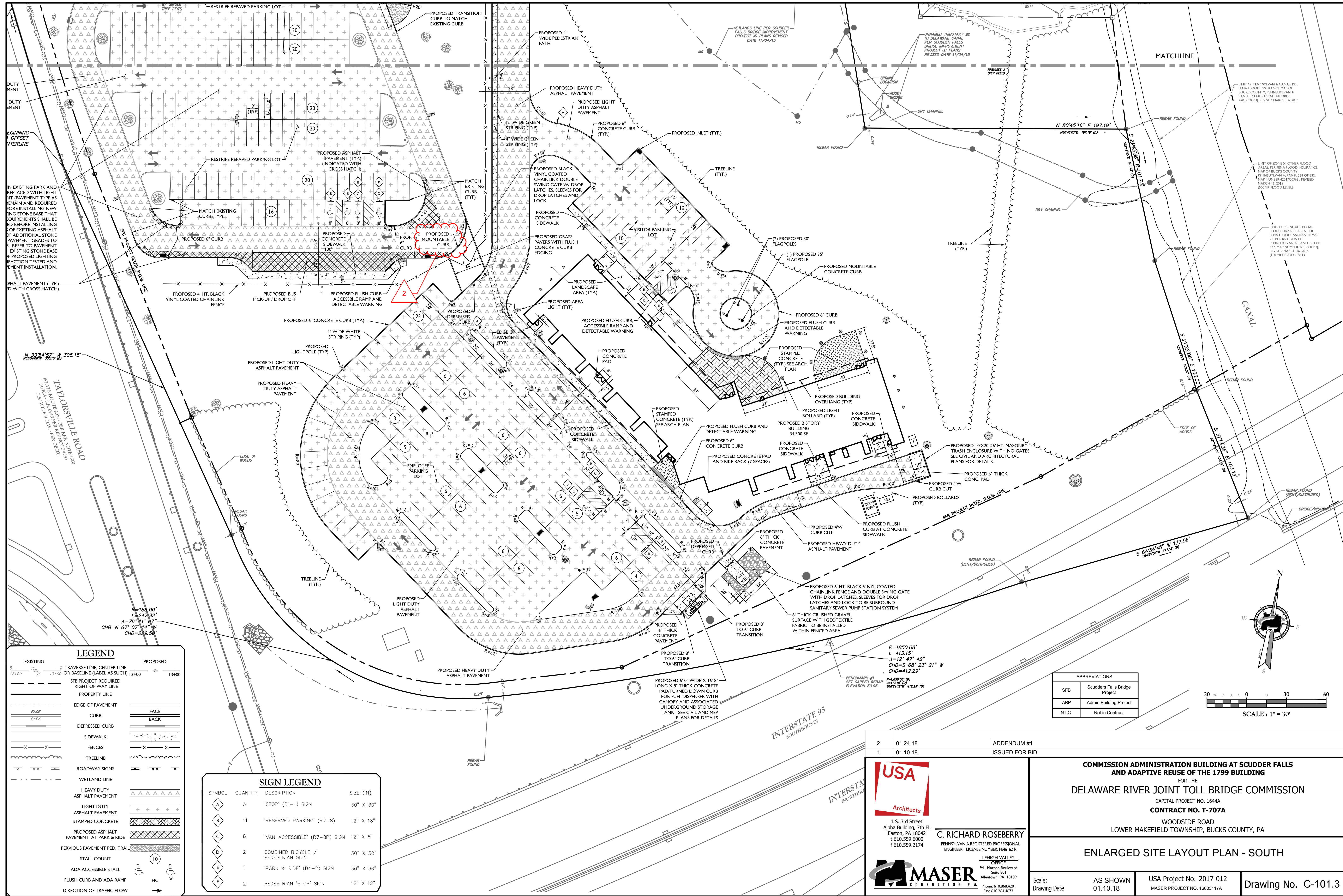
WOODSIDE ROAD
LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA

ENLARGED SITE LAYOUT PLAN - NORTH

Scale: AS SHOWN
Drawing Date: 01.10.18

USA Project No. 2017-112
MASER PROJECT NO. 16003117A

Drawing No. C-101.2



LEGEND

EXISTING	PROPOSED
Traverse Line Center Line or Baseline (Label as Such) 12+00	Traverse Line Center Line or Baseline (Label as Such) 12+00
SFB Project Required Right of Way Line	SFB Project Required Right of Way Line
Property Line	Property Line
Edge of Pavement	Edge of Pavement
FACE	FACE
BACK	BACK
DEPRESSED CURB	DEPRESSED CURB
SIDEWALK	SIDEWALK
FENCES	FENCES
TREELINE	TREELINE
ROADWAY SIGNS	ROADWAY SIGNS
ROADWAY SIGN	ROADWAY SIGN
WETLAND LINE	WETLAND LINE
HEAVY DUTY ASPHALT PAVEMENT	HEAVY DUTY ASPHALT PAVEMENT
LIGHT DUTY ASPHALT PAVEMENT	LIGHT DUTY ASPHALT PAVEMENT
STAMPED CONCRETE	STAMPED CONCRETE
PROPOSED ASPHALT PAVEMENT AT PARK & RIDE	PROPOSED ASPHALT PAVEMENT AT PARK & RIDE
PERVIOUS PAVEMENT PED. TRAIL	PERVIOUS PAVEMENT PED. TRAIL
STALL COUNT	STALL COUNT
ADA ACCESSIBLE STALL	ADA ACCESSIBLE STALL
FLUSH CURB AND ADA RAMP	FLUSH CURB AND ADA RAMP
DIRECTION OF TRAFFIC FLOW	DIRECTION OF TRAFFIC FLOW

SIGN LEGEND

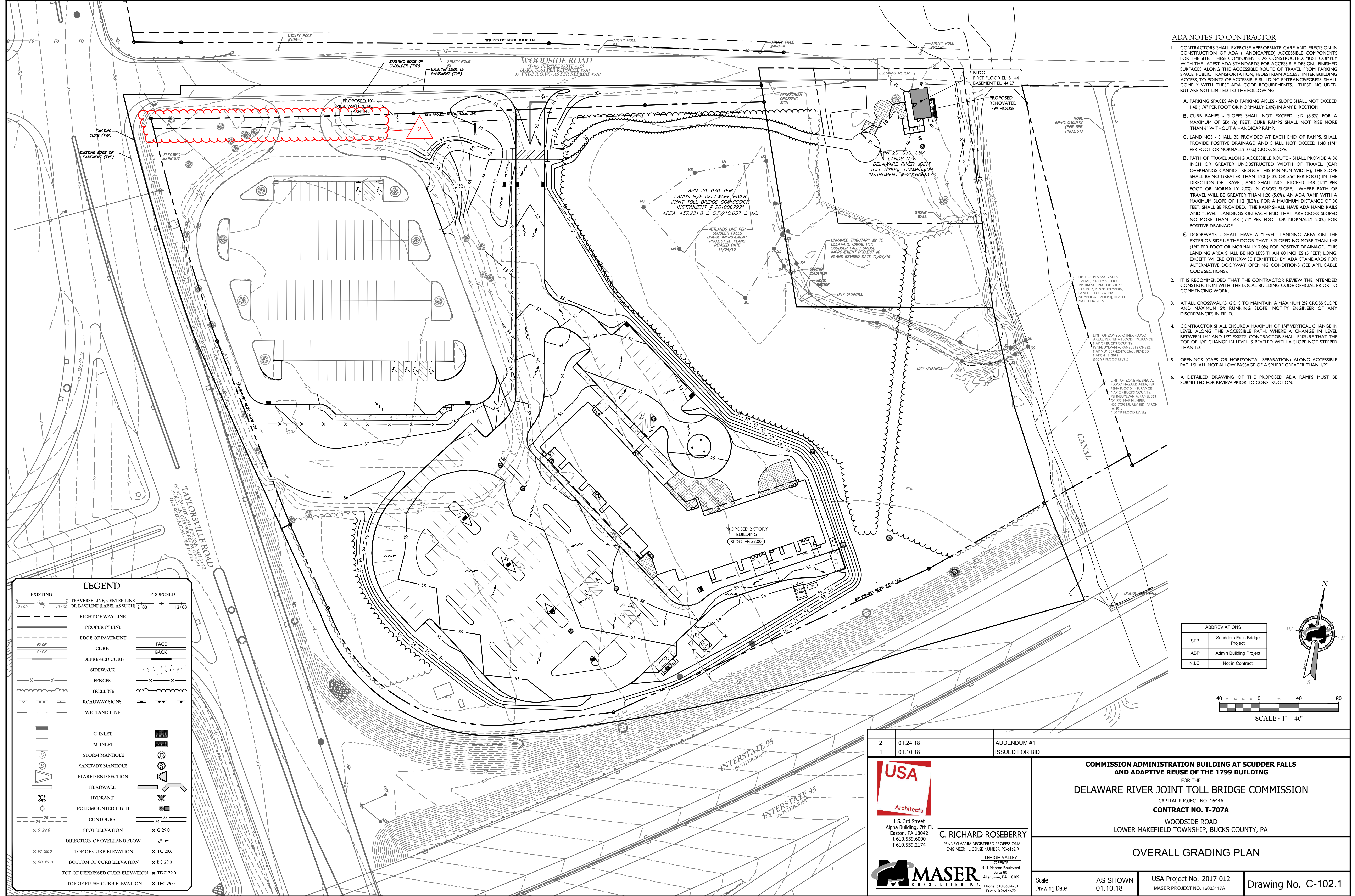
SYMBOL	QUANTITY	DESCRIPTION	SIZE (IN)
(A)	3	'STOP' (R1-1) SIGN	30" X 30"
(B)	11	'RESERVED PARKING' (R7-8)	12" X 18"
(C)	2	'VAN ACCESSIBLE' (R7-8P) SIGN	12" X 6"
(D)	8	COMBINED BICYCLE / PEDESTRIAN SIGN	30" X 30"
(E)	1	'PARK & RIDE' (D4-2) SIGN	30" X 36"
(F)	2	PEDESTRIAN 'STOP' SIGN	12" X 12"

ABBREVIATIONS

SFB	Scudder Falls Bridge Project
ABP	Admin Building Project
N.I.C.	Not in Contract

Scale: 1" = 30'

2 01.24.18		ADDENDUM #1
1 01.10.18		ISSUED FOR BID
COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING FOR THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION CAPITAL PROJECT NO. 1644A CONTRACT NO. T-707A WOODSIDE ROAD LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA		
ENLARGED SITE LAYOUT PLAN - SOUTH		
<p>1 S. 3rd Street Alpha Building, 7th Fl. Easton, PA 18042 t 610.559.6000 f 610.559.2174</p>	<p>C. RICHARD ROSEBERRY PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER - LICENSE NUMBER: PE61623R LEHIGH VALLEY OFFICE 941 Marcon Boulevard Allentown, PA 18109 Phone: 610.868.4201 Fax: 610.264.6672</p>	Scale: AS SHOWN Drawing Date: 01.10.18 USA Project No. 2017-012 MASER PROJECT NO. 16003117A Drawing No. C-101.3



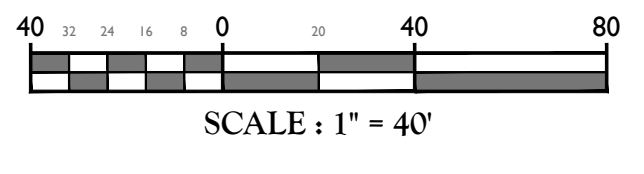
- ADA NOTES TO CONTRACTOR**
- CONTRACTORS SHALL EXERCISE APPROPRIATE CARE AND PRECISION IN CONSTRUCTION OF ADA (HANDICAPPED) ACCESSIBLE COMPONENTS FOR THE SITE. THESE COMPONENTS, AS CONSTRUCTED, MUST COMPLY WITH THE LATEST ADA STANDARDS FOR ACCESSIBLE DESIGN. FINISHED SURFACES ALONG THE ACCESSIBLE ROUTE OF TRAVEL FROM PARKING SPACES, PUBLIC TRANSPORTATION, PEDESTRIAN ACCESS, INTER-BUILDING ACCESS, TO POINTS OF ACCESSIBLE BUILDING ENTRANCES/EGRESS, SHALL COMPLY WITH THESE ADA CODE REQUIREMENTS. THESE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:
 - PARKING SPACES AND PARKING AISLES - SLOPE SHALL NOT EXCEED 1:48 (1/4" PER FOOT OR NORMALLY 2.0%) IN ANY DIRECTION
 - CURB RAMPS - SLOPES SHALL NOT EXCEED 1:12 (8.3%) FOR A MAXIMUM OF SIX (6) FEET. CURB RAMPS SHALL NOT RISE MORE THAN 4" WITHOUT A HANDICAP RAMP
 - LANDINGS - SHALL BE PROVIDED AT EACH END OF RAMPS, SHALL PROVIDE POSITIVE DRAINAGE, AND SHALL NOT EXCEED 1:48 (1/4" PER FOOT OR NORMALLY 2.0%) CROSS SLOPE
 - PATH OF TRAVEL ALONG ACCESSIBLE ROUTE - SHALL PROVIDE A 36 INCH OR GREATER UNOBSTRUCTED WIDTH OF TRAVEL (CAR OVERHANGS CANNOT REDUCE THIS MINIMUM WIDTH). THE SLOPE SHALL BE NO GREATER THAN 1:20 (5.0% OR 5/4" PER FOOT) IN THE DIRECTION OF TRAVEL, AND SHALL NOT EXCEED 1:48 (1/4" PER FOOT OR NORMALLY 2.0%) IN CROSS SLOPE. WHERE PATH OF TRAVEL WILL BE GREATER THAN 1:20 (5.0%), AN ADA RAMP WITH A MAXIMUM SLOPE OF 1:12 (8.3%), FOR A MAXIMUM DISTANCE OF 30 FEET, SHALL BE PROVIDED. THE RAMP SHALL HAVE ADA HAND RAILS AND "LEVEL" LANDINGS ON EACH END THAT ARE CROSS SLOPED NO MORE THAN 1:48 (1/4" PER FOOT OR NORMALLY 2.0%) FOR POSITIVE DRAINAGE.
 - DOORWAYS - SHALL HAVE A "LEVEL" LANDING AREA ON THE EXTERIOR SIDE UP THE DOOR THAT IS SLOPED NO MORE THAN 1:48 (1/4" PER FOOT OR NORMALLY 2.0%) FOR POSITIVE DRAINAGE. THIS LANDING AREA SHALL BE NO LESS THAN 48 INCHES (5 FEET) LONG, EXCEPT WHERE OTHERWISE PERMITTED BY ADA STANDARDS FOR ALTERNATIVE DOORWAY OPENING CONDITIONS (SEE APPLICABLE CODE SECTIONS).
 - IT IS RECOMMENDED THAT THE CONTRACTOR REVIEW THE INTENDED CONSTRUCTION WITH THE LOCAL BUILDING CODE OFFICIAL PRIOR TO COMMENCING WORK.
 - AT ALL CROSSWALKS, GC IS TO MAINTAIN A MAXIMUM 2% CROSS SLOPE AND MAXIMUM 5% RUNNING SLOPE. NOTIFY ENGINEER OF ANY DISCREPANCIES IN FIELD.
 - CONTRACTOR SHALL ENSURE A MAXIMUM OF 1/4" VERTICAL CHANGE IN LEVEL ALONG THE ACCESSIBLE PATH. WHERE A CHANGE IN LEVEL BETWEEN 1/4" AND 1/2" EXISTS, CONTRACTOR SHALL ENSURE THAT THE TOP OF 1/4" CHANGE IN LEVEL IS BEVELED WITH A SLOPE NOT STEEPER THAN 1:2.
 - OPENINGS (GAPS OR HORIZONTAL SEPARATIONS) ALONG ACCESSIBLE PATH SHALL NOT ALLOW PASSAGE OF A SPHERE GREATER THAN 1/2".

LEGEND

EXISTING	PROPOSED
12+00	13+00
TRAVELER LINE, CENTER LINE OR BASELINE (LABEL AS SUCH) 2+00	
RIGHT OF WAY LINE	
PROPERTY LINE	
EDGE OF PAVEMENT	
CURB	
DEPRESSED CURB	
SIDEWALK	
FENCES	
TRELLINE	
ROADWAY SIGNS	
WETLAND LINE	
V INLET	
M INLET	
STORM MANHOLE	
SANITARY MANHOLE	
FLARED END SECTION	
HEADWALL	
HYDRANT	
POLE MOUNTED LIGHT	
CONTOURS	
SPOT ELEVATION	
DIRECTION OF OVERLAND FLOW	
TOP OF CURB ELEVATION	
BOTTOM OF CURB ELEVATION	
TOP OF DEPRESSED CURB ELEVATION	
TOP OF FLUSH CURB ELEVATION	

ABBREVIATIONS

SFB	Scudder Falls Bridge Project
ABP	Admin Building Project
N.I.C.	Not in Contract



2	01.24.18	ADDENDUM #1
1	01.10.18	ISSUED FOR BID

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COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING

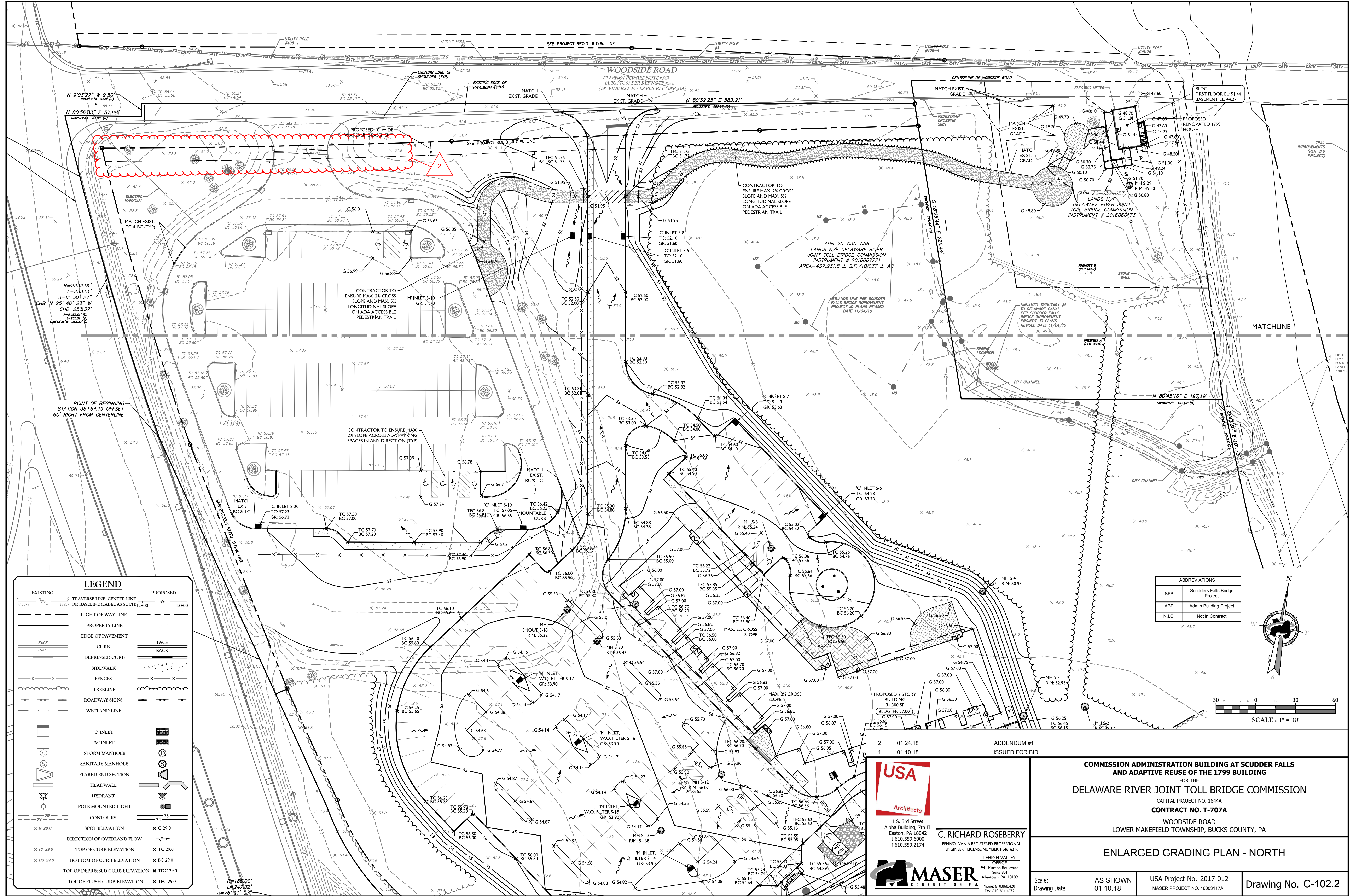
FOR THE
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

CAPITAL PROJECT NO. 1644A
CONTRACT NO. T-707A

WOODSIDE ROAD
LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA

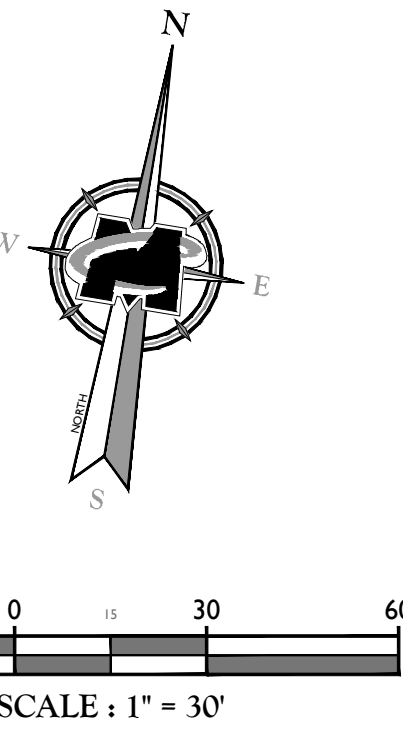
OVERALL GRADING PLAN

Scale: Drawing Date	AS SHOWN 01.10.18	USA Project No. 2017-012 MASER PROJECT NO. 16003117A	Drawing No. C-102.1
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LEGEND	
EXISTING	PROPOSED
	TRAVERSED LINE, CENTER LINE OR BASELINE (LABEL AS SUCH)
	RIGHT OF WAY LINE
	PROPERTY LINE
	EDGE OF PAVEMENT
	CURB
	DEPRESSED CURB
	SIDEWALK
	FENCES
	TREELINE
	ROADWAY SIGNS
	WETLAND LINE
	C INLET
	M INLET
	STORM MANHOLE
	FLARED END SECTION
	HEADWALL
	HYDRANT
	POLE MOUNTED LIGHT
	CONTOURS
	SPOT ELEVATION
	DIRECTION OF OVERLAND FLOW
	TOP OF CURB ELEVATION
	BOTTOM OF CURB ELEVATION
	TOP OF DEPRESSED CURB ELEVATION
	TOP OF FLUSH CURB ELEVATION

ABBREVIATIONS	
SBF	Scudder Falls Bridge Project
ABP	Admin Building Project
N.I.C.	Not in Contract



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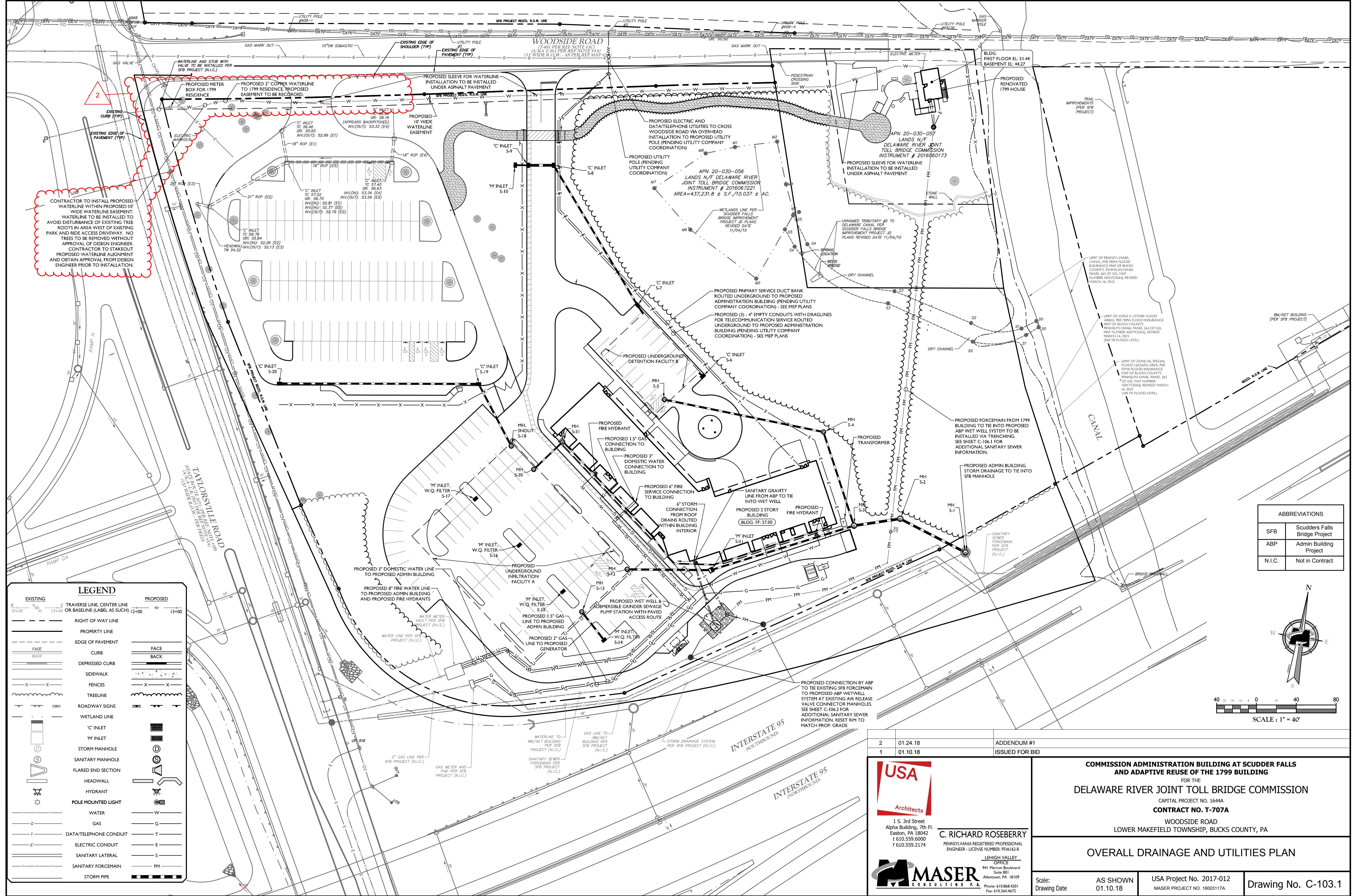
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COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING
 FOR THE
DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION
 CAPITAL PROJECT NO. 1644A
CONTRACT NO. T-707A
 WOODSIDE ROAD
 LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA

ENLARGED GRADING PLAN - NORTH

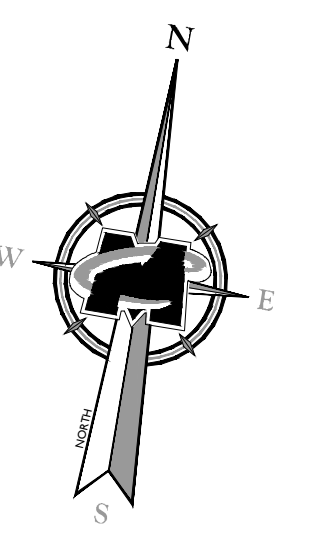
Scale: Drawing Date	AS SHOWN 01.10.18	USA Project No. 2017-012 MASER PROJECT NO. 1600317A	Drawing No. C-102.2
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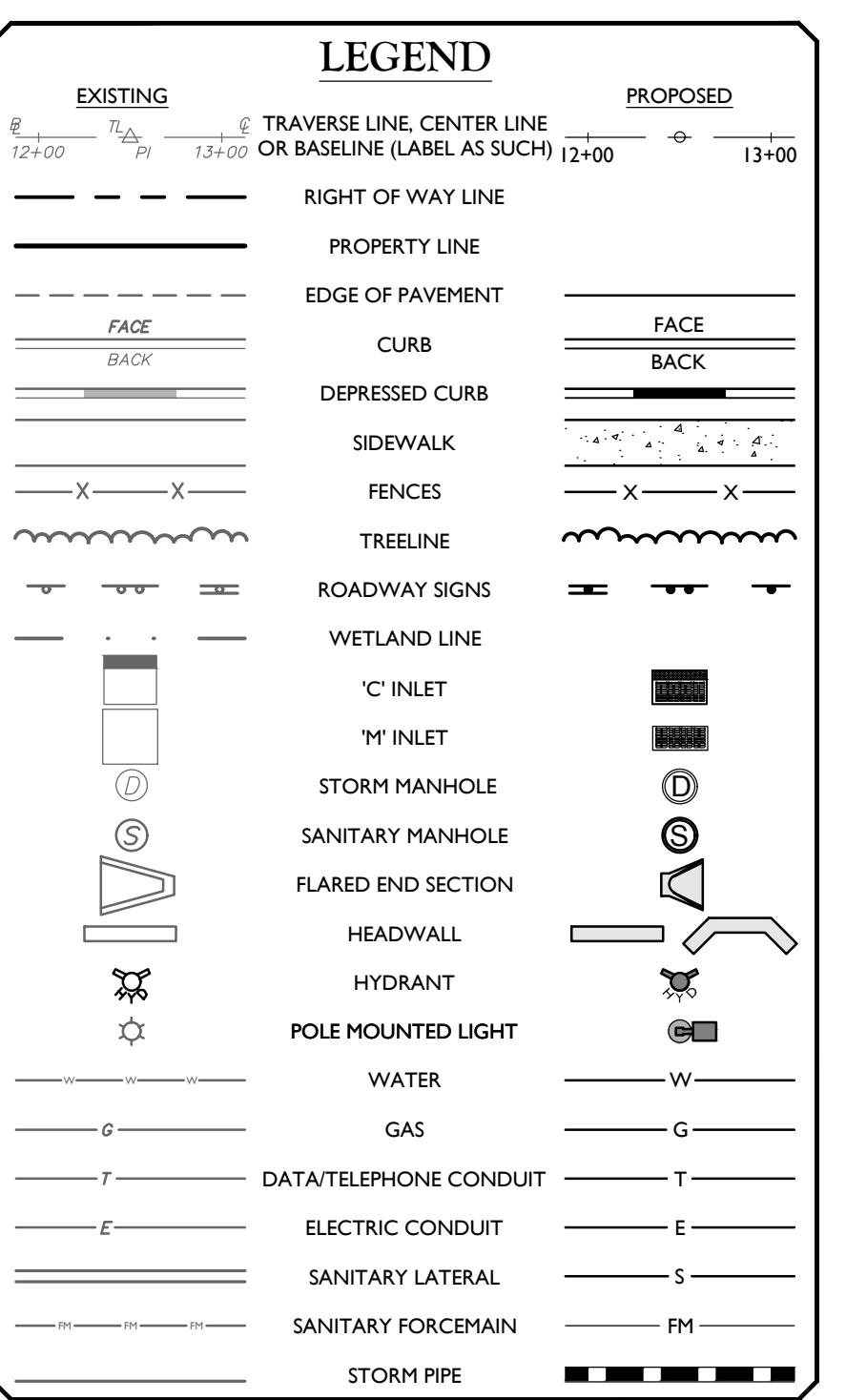
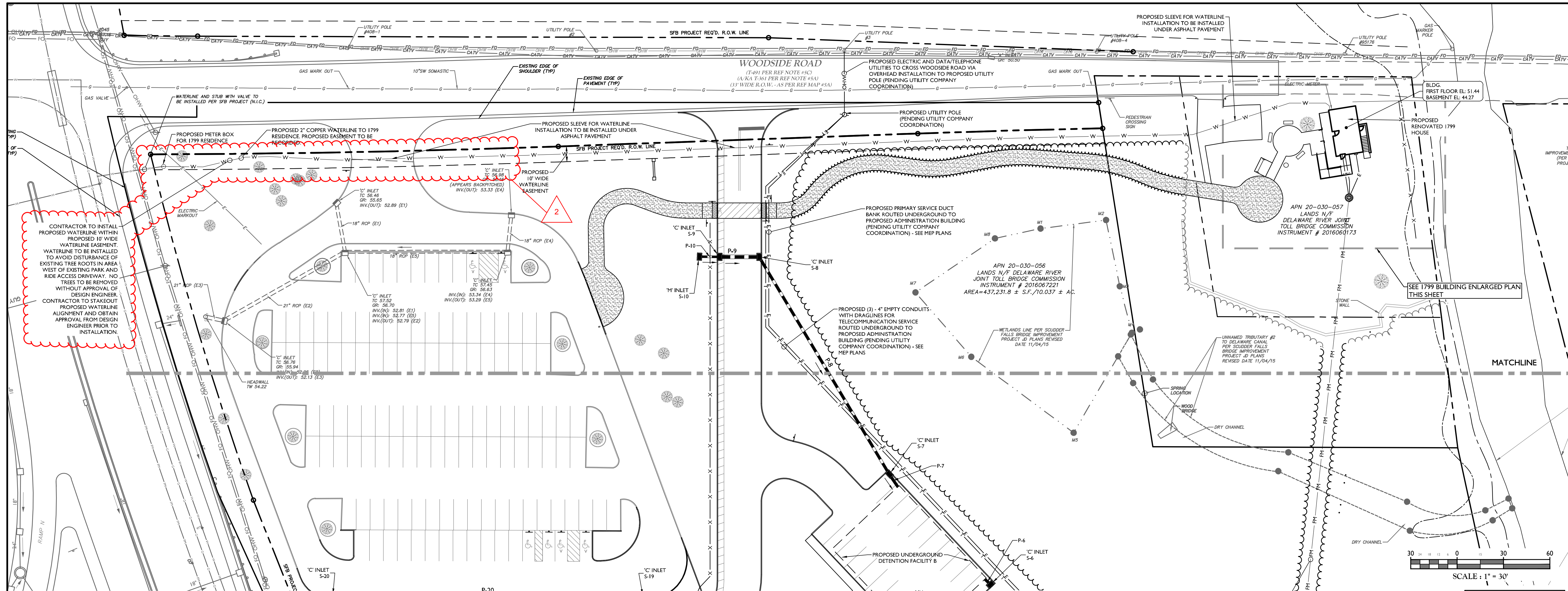
CONTRACTOR TO INSTALL PROPOSED WATERLINE WITHIN PROPOSED 10' WIDE WATERLINE EASEMENT. WATERLINE TO BE INSTALLED TO AVOID DISTURBANCE OF EXISTING TREE ROOTS IN AREA WEST OF EXISTING PARK AND RIDE ACCESS DRIVEWAY. NO TREES TO BE REMOVED WITHOUT APPROVAL OF DESIGN ENGINEER. CONTRACTOR TO STAKEOUT PROPOSED WATERLINE ALIGNMENT AND OBTAIN APPROVAL FROM DESIGN ENGINEER PRIOR TO INSTALLATION.

LEGEND	
EXISTING	PROPOSED
12+00	13+00
TRAVELER LINE, CENTER LINE OR BASELINE (LABEL AS SUCH)	
RIGHT OF WAY LINE	
PROPERTY LINE	
EDGE OF PAVEMENT	
CURB	
DEPRESSED CURB	
SIDEWALK	
FENCES	
ROADWAY SIGNS	
ROADWAY LINE	
WETLAND LINE	
'C' INLET	
'M' INLET	
STORM MANHOLE	
SANITARY MANHOLE	
FLARED END SECTION	
HEADWALL	
HYDRANT	
POLE MOUNTED LIGHT	
WATER	
GAS	
DATA/TELEPHONE CONDUIT	
ELECTRIC CONDUIT	
SANITARY LATERAL	
SANITARY FORCEMAIN	
STORM PIPE	

ABBREVIATIONS	
SFB	Scudder Falls Bridge Project
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N.I.C.	Not in Contract

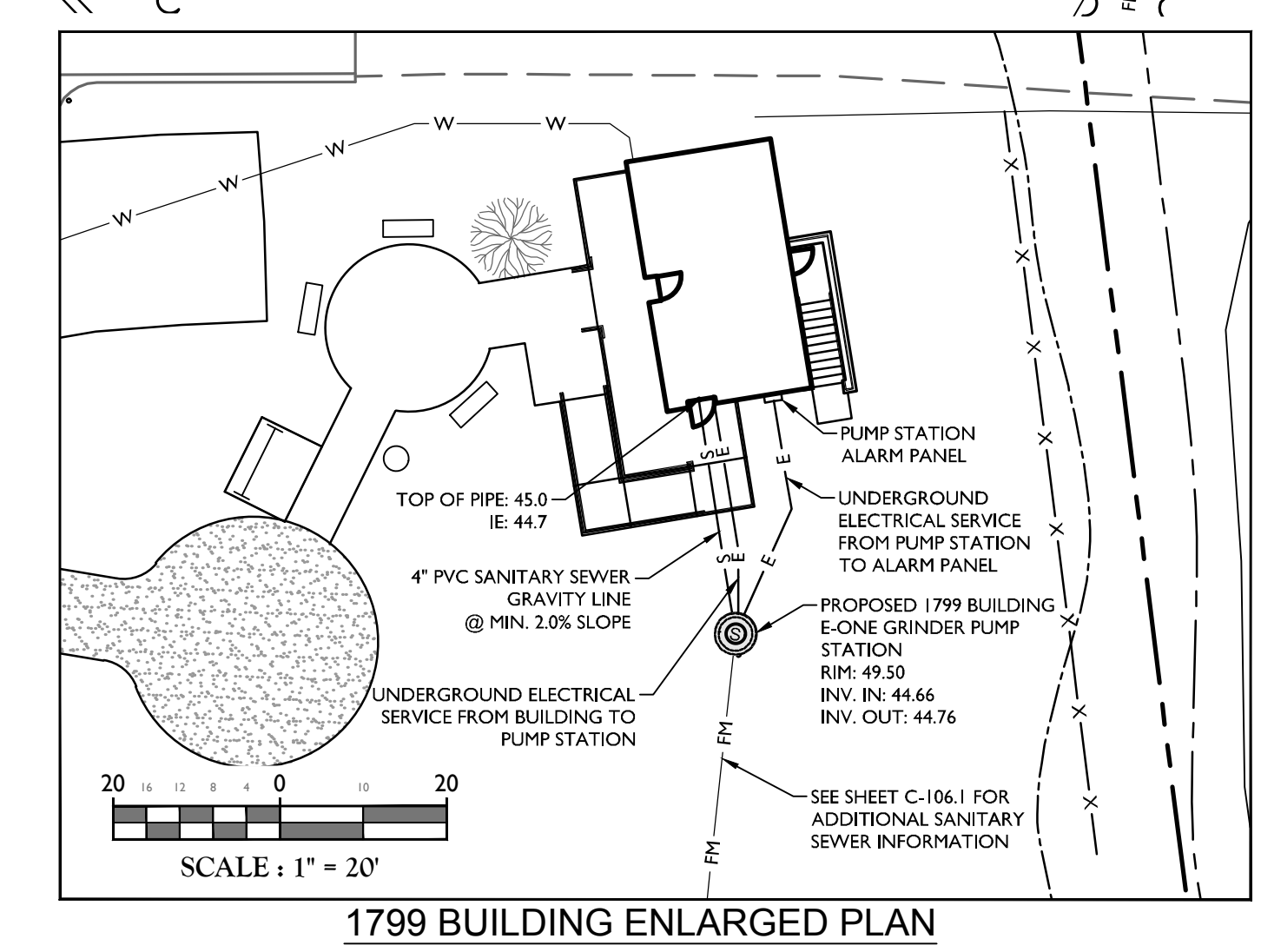


2 01.24.18 1 01.10.18		ADDENDUM #1 ISSUED FOR BID
COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING FOR THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION CAPITAL PROJECT NO. 1644A CONTRACT NO. T-707A WOODSIDE ROAD LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA		
OVERALL DRAINAGE AND UTILITIES PLAN		
<p>1 S. 3rd Street Alpha Building, 7th Fl. Easton, PA 18042 t 610.559.6000 f 610.559.2174</p>	<p>C. RICHARD ROSEBERRY PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER - LICENSE NUMBER: PE61612R</p>	<p>941 Marcon Boulevard Allentown, PA 18109 Phone: 610.868.4201 Fax: 610.264.4672</p>
	Scale: AS SHOWN Drawing Date: 01.10.18	USA Project No. 2017-012 MASER PROJECT NO. 16003117A
		Drawing No. C-103.1



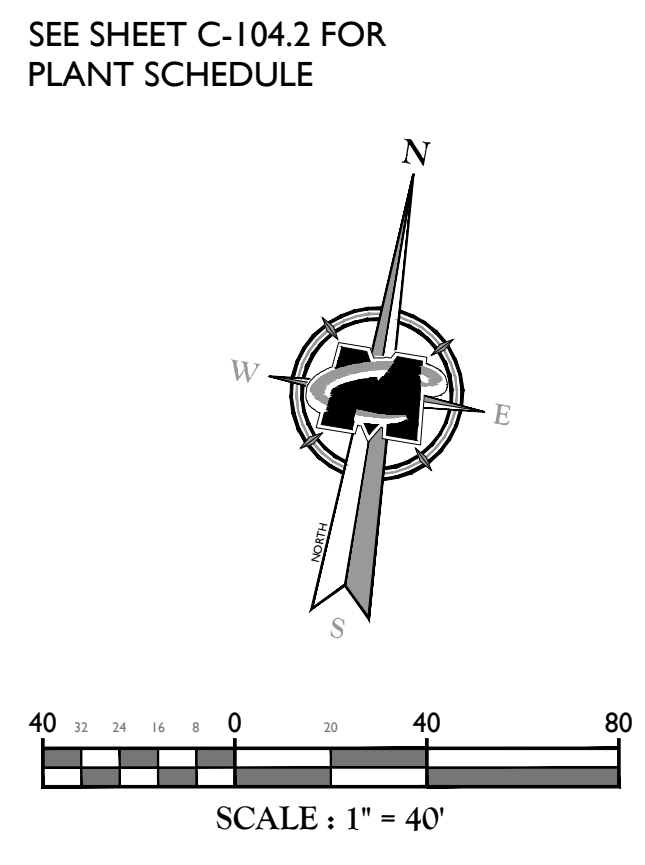
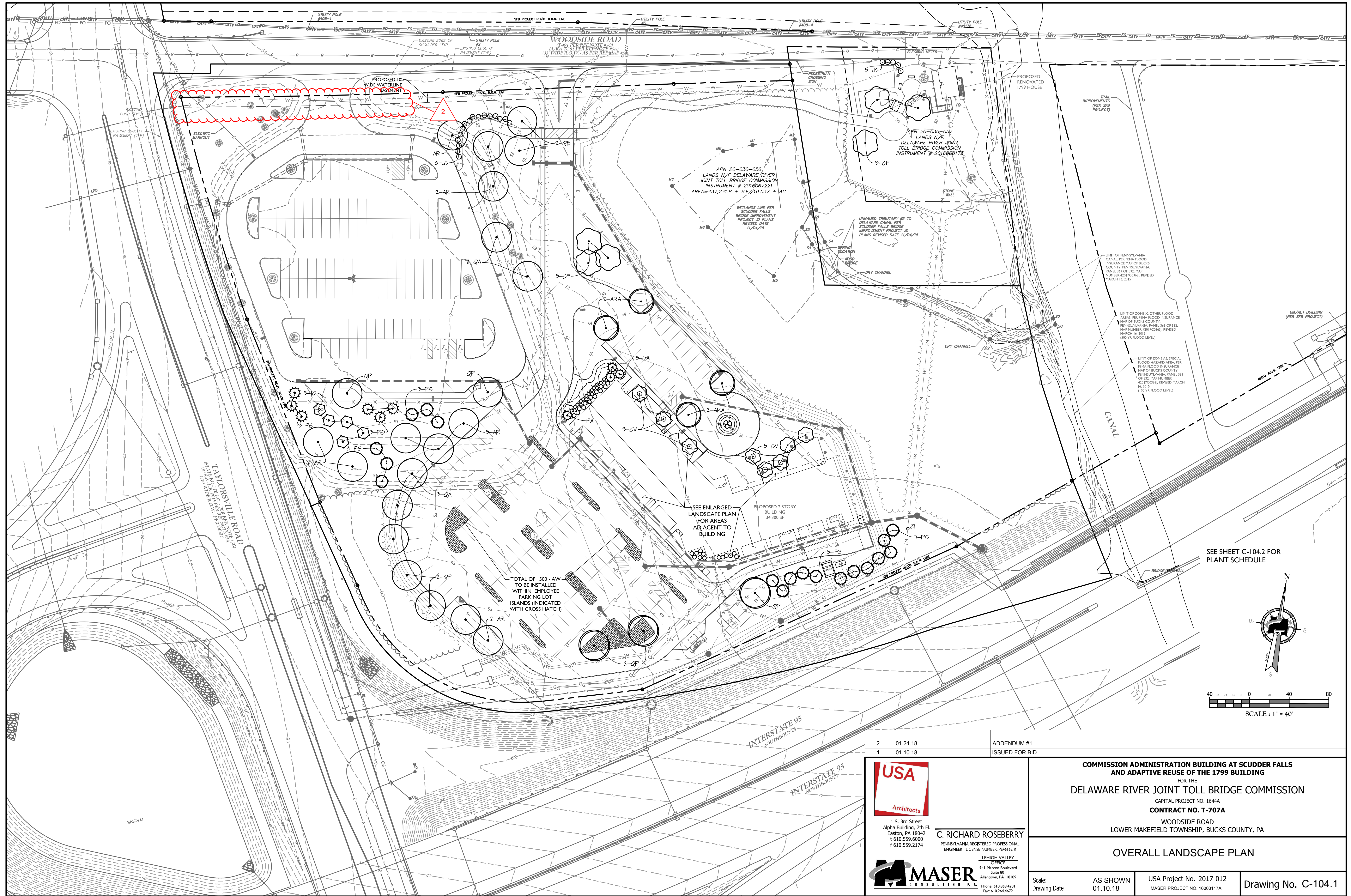
Structure I.D.	Description	Rim/Grate	Pipes (In)	Inverts (In)	Pipes (Out)	Inverts (Out)
S-1	60 in. dia. CYLINDER MH	49.41	24" HDPE	44.00		
S-2	60 in. dia. CYLINDER MH	49.17	24" HDPE	45.00	24" HDPE	44.80
S-3	60 in. dia. CYLINDER MH	52.95	18" HDPE	46.05	24" HDPE	45.55
S-4	48 in. dia. CYLINDER MH	50.93	18" HDPE	47.00	18" HDPE	46.80
S-5	48 in. dia. CYLINDER MH	55.54			18" HDPE	48.00
S-6	27 in. x 47 in. "C" INLET	53.73			18" HDPE	48.05
S-7	27 in. x 47 in. "C" INLET	53.63	18" HDPE	48.05	18" HDPE	48.05
S-8	27 in. x 47 in. "C" INLET	51.60	23" CLASS V ELLIPTICAL RCP	48.90	18" HDPE	48.90
S-9	27 in. x 47 in. "C" INLET	51.60	15" HDPE	49.05	23" CLASS V ELLIPTICAL RCP	49.05
S-10	24 in. x 45 in. "M" INLET	51.70			15" HDPE	49.15
S-11	48 in. x 48 in. "M" INLET	56.60	18" RCP	47.80	18" HDPE	47.60
S-12	48 in. dia. CYLINDER MH	56.02			18" RCP	52.55
S-13	48 in. dia. CYLINDER MH	54.68	18" HDPE	50.60		
S-14	24 in. x 45 in. "M" INLET	53.90			18" HDPE	50.95
S-15	24 in. x 45 in. "M" INLET	53.90				
S-16	24 in. x 45 in. "M" INLET	53.90				
S-17	24 in. x 45 in. "M" INLET	53.90				
S-18	48 in. dia. CYLINDER MH	55.22	18" HDPE	50.60		
S-19	27 in. x 47 in. "C" INLET	56.55	15" HDPE	51.50	18" HDPE	51.30
S-20	27 in. x 47 in. "C" INLET	56.73			18" HDPE	53.50
S-20	27 in. x 47 in. "C" INLET	56.73			18" HDPE	53.50
S-30	48 in. dia. CYLINDER MH	55.43	15" HDPE	50.60		
S-31	48 in. dia. CYLINDER MH	56.88			15" HDPE	51.00

Pipe I.D.	Description	Length	Invert Up	Invert Dn	Slope
P-2	24" HDPE	74'	44.80	44.00	1.08%
P-3	24" HDPE	47'	45.55	45.00	1.17%
P-4	18" HDPE	99'	46.80	46.05	0.76%
P-5	18" HDPE	163'	48.00	47.00	0.61%
P-6	18" HDPE	5'	48.05	48.00	1.01%
P-7	18" HDPE	10'	48.05	48.00	0.50%
P-8	18" HDPE	164'	48.90	48.05	0.52%
P-9	23" CLASS V ELLIPTICAL RCP	25'	49.05	48.90	0.59%
P-10	15" HDPE	13'	49.15	49.05	0.76%
P-11	18" HDPE	150'	47.60	46.05	1.03%
P-12	18" RCP	84'	52.55	47.80	5.63%
P-14	18" HDPE	36'	50.95	50.60	0.97%
P-19	18" HDPE	71'	51.30	50.60	0.99%
P-20	18" HDPE	200'	53.50	51.50	1.00%
P-31	15" HDPE	40'	51.00	50.60	1.00%



SFB	Scudders Falls Bridge Project
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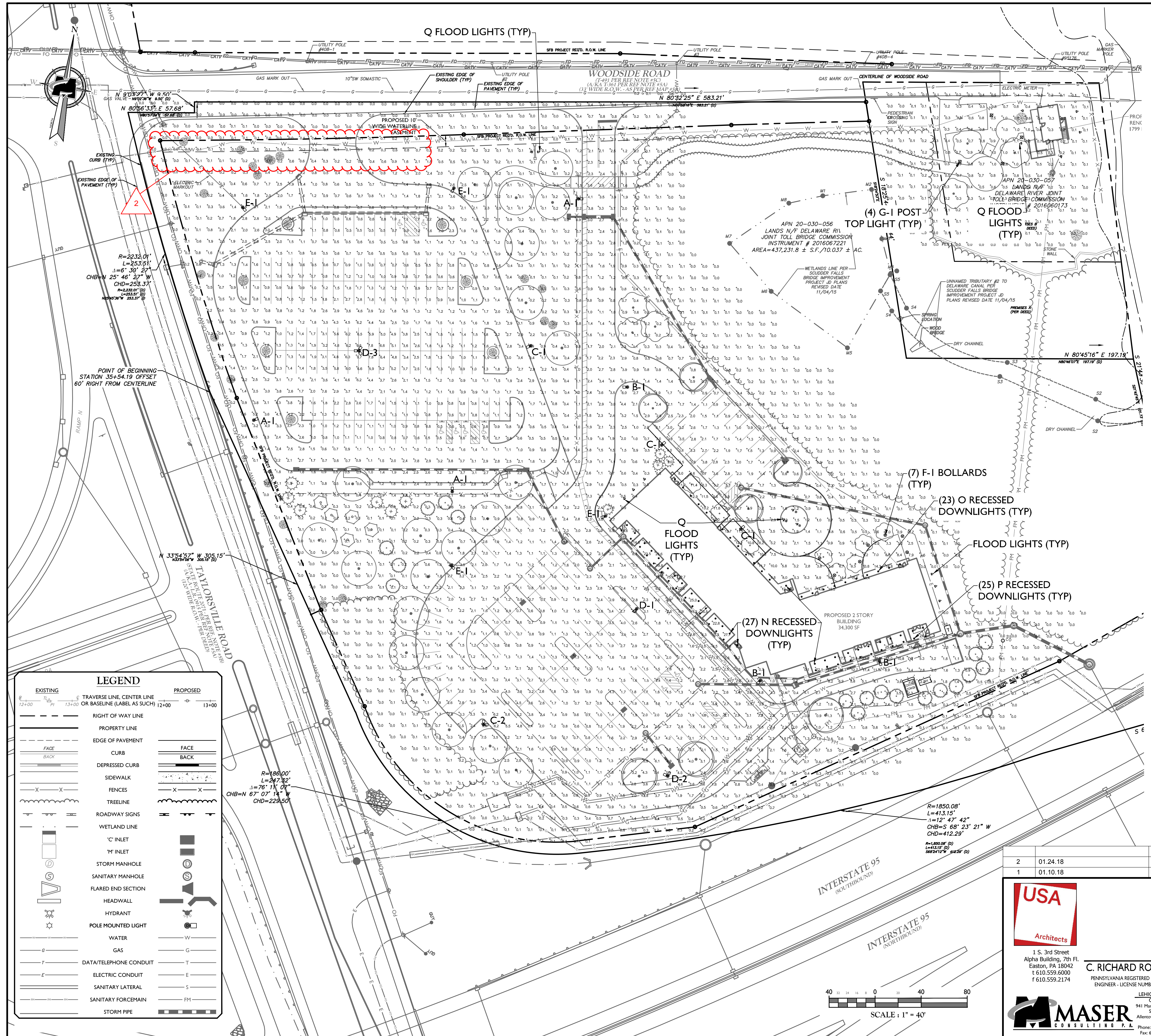
2 01.24.18 1 01.10.18	ADDENDUM #1 ISSUED FOR BID	COMMISSION ADMINISTRATION BUILDING AT SCUDDERS FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING FOR THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION CAPITAL PROJECT NO. 1644A CONTRACT NO. T-707A WOODSIDE ROAD LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA
<p>1 S. 3rd Street Alpha Building, 7th Fl. Easton, PA 18042 t 610.559.6000 f 610.559.2174</p>	<p>C. RICHARD ROSEBERRY PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER - LICENSE NUMBER: PE61624R</p>	<p>MASER CONSULTING P.A. 941 Marcon Boulevard Suite 801 Allentown, PA 18109 Phone: 610.868.4201 Fax: 610.264.4672</p>
ENLARGED DRAINAGE AND UTILITIES PLAN - NORTH		Scale: AS SHOWN Drawing Date: 01.10.18 USA Project No. 2017-012 MASER PROJECT NO. 16003117A Drawing No. C-103.2



2	01.24.18	ADDENDUM #1
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<p>1 S. 3rd Street Alpha Building, 7th Fl. Easton, PA 18042 T 610.559.6000 F 610.559.2174</p>	<p>C. RICHARD ROSEBERY PENNSYLVANIA REGISTERED PROFESSIONAL ENGINEER - LICENSE NUMBER: PE61628R</p>	<p>COMMISSION ADMINISTRATION BUILDING AT SCUDDER FALLS AND ADAPTIVE REUSE OF THE 1799 BUILDING FOR THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION CAPITAL PROJECT NO. 1644A CONTRACT NO. T-707A WOODSIDE ROAD LOWER MAKEFIELD TOWNSHIP, BUCKS COUNTY, PA</p>
	<p>MASER CONSULTING P.C. 941 Marcon Boulevard Suite 801 Allentown, PA 18109 Phone: 610.868.4201 Fax: 610.264.4672</p>	<p>OVERALL LANDSCAPE PLAN</p>

Scale:	AS SHOWN	USA Project No. 2017-012
Drawing Date	01.10.18	MASER PROJECT NO. 16003117A
		Drawing No. C-104.1



Symbol	Label	QTY	Catalog Number	Description	Number Lamps	LLF	Wattage	Mounting Height
⊕	A-I	3	GAN-AF-04-LED-U-SL2	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE II SPILL LIGHT ELIMINATOR OPTICS	64	0.72	225	25'
⊕	B-I	3	GAN-AF-04-LED-U-SL3	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE III SPILL LIGHT ELIMINATOR OPTICS	64	0.72	225	25'
⊕	C-I	3	GAN-AF-04-LED-U-SL4	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV SPILL LIGHT ELIMINATOR OPTICS	64	0.72	225	25'
⊕	C-2	1	GAN-AF-04-LED-U-SL4	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV SPILL LIGHT ELIMINATOR OPTICS	64	0.72	450	25'
⊕	D-I	1	GAN-AF-04-LED-U-T4FT	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV FORWARD THROW OPTICS	64	0.72	225	25'
⊕	D-2	1	GAN-AF-04-LED-U-T4FT	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV FORWARD THROW OPTICS	64	0.72	450	25'
⊕	D-3	1	GAN-AF-04-LED-U-T4FT	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV FORWARD THROW OPTICS	64	0.72	675	25'
⊕	E-I	4	GAN-AF-04-LED-U-T4W	GALLEON AREA AND ROADWAY LUMINAIRE (4) TO CRI 4000K, 1050mA LIGHTSQUARES WITH 16 LEDS EACH AND TYPE IV FORWARD THROW OPTICS	64	0.72	225	25'
⊕	F-I	7	1900-0A-XX-20-LED4015-UNV-BK	ASPEN BOLLARD WITH A 15 DEGREE LIGHT PATTERN & 100% LIGHT LEVEL	1	0.72	15.7	2.5'
⊕	G-I	4	UTR650LEDEU5S	TRADITIONARE LED POST TOP FIXTURE WITH TYPE 5 DISTRIBUTION, ACRYLIC PANELS	1	0.72	57.4	12'
*	N	27		SEE ELECTRICAL PLANS FOR SPECIFICATIONS AND DETAILS				14'
*	O	23		SEE ELECTRICAL PLANS FOR SPECIFICATIONS AND DETAILS				39.58'
*	P	25		SEE ELECTRICAL PLANS FOR SPECIFICATIONS AND DETAILS				28.75'
*	Q	16		SEE ELECTRICAL PLANS FOR SPECIFICATIONS AND DETAILS				

- #### GENERAL LIGHTING NOTES
- THIS LIGHTING PLAN DEPICTS PROPOSED SUSTAINED ILLUMINATION LEVELS CALCULATED USING DATA PROVIDED BY THE NOTED MANUFACTURER. ACTUAL SUSTAINED SITE ILLUMINATION LEVELS AND PERFORMANCE OF LUMINAIRES MAY VARY DUE TO VARIATIONS IN WEATHER, ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, THE SERVICE LIFE OF EQUIPMENT AND LUMINAIRES AND OTHER RELATED VARIABLE FIELD CONDITIONS.
 - THE LIGHTING VALUES AND CALCULATION POINTS DEPICTED ON THIS PLAN ARE ALL ANALYZED ON A HORIZONTAL GEOMETRIC PLANE AT ELEVATION ZERO (GROUND LEVEL) UNLESS OTHERWISE NOTED.
 - THE LUMINAIRES, LAMPS AND LENSES SHALL BE REGULARLY INSPECTED/MAINTAINED TO INSURE THAT THEY FUNCTION PROPERLY. THIS WORK MAY INCLUDE, BUT IS NOT LIMITED TO, VISUAL INSPECTIONS, CLEANING OF LENSES, AND REPLACING (IF NECESSARY) AT LEAST ONCE EVERY SIX (6) MONTHS.
 - THIS LIGHTING PLAN IS INTENDED TO SHOW THE LOCATIONS AND TYPE OF LUMINAIRES. POWER SYSTEM, CONDUITS, WIRING AND OTHER ELECTRICAL COMPONENTS ARE THE RESPONSIBILITY OF THE ARCHITECT AND/OR LIGHTING CONTRACTOR AS INDICATED IN THE CONSTRUCTION CONTRACT DOCUMENTS. THESE ITEMS SHALL BE INSTALLED AS REQUIRED BY STATE AND LOCAL REGULATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF LIGHTING FIXTURES AND APPURTENANCES IN ACCORDANCE WITH ALL APPLICABLE BUILDING AND ELECTRICAL CODES.
 - ANY LIGHT LOCATIONS THAT CONFLICT WITH DRAINAGE UTILITIES, OR OTHER STRUCTURES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 - LIGHTING CONTRACTOR TO COORDINATE WITH THE PROJECT ARCHITECT REGARDING POWER SOURCE FROM WITHIN THE BUILDING AND TIMING DEVICES NECESSARY TO MEET THE DESIGN INTENT.
 - THE LIGHTING CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CONTRACTOR REQUIREMENTS INDICATED IN THE SITE PLAN, INCLUDING BUT NOT LIMITED TO GENERAL NOTES, GRADING AND UTILITY NOTES, SITE SAFETY, AND GOVERNMENTAL REGULATIONS.
 - ALL FIXTURES, LUMINAIRES, POLES AND MOUNTS, ETC. ARE TO BE GREY IN COLOR.
 - POLE MOUNTED FIXTURES SHALL BE PLACED A MINIMUM OF TWO (2) FEET BEHIND CURBS OR IN CAR PARKING AREAS.
 - POLE LOCATIONS ARE APPROXIMATE AND MAY VARY DUE TO SPECIFIC SITE CONDITIONS. THE LIGHTING CONTRACTOR SHALL FIELD VERIFY POLE LOCATIONS IN ORDER TO ACCOMMODATE UTILITIES AND PAVEMENT.
 - LIGHTING SHOWN ON PLAN DEPICTS AVERAGE MAINTAINED FOOTCANDLE LEVELS AT GRADE.
 - CONTRACTOR TO PROVIDE SHOP DRAWINGS OF LIGHT FIXTURES FOR REVIEW AND APPROVAL.
 - CONCRETE FOOTINGS FOR POLE MOUNTED LIGHTS TO BE DESIGNED, SIGNED AND SEALED BY A PA LICENSED ENGINEER.
 - ELECTRICAL DESIGN FOR SITE LIGHTING TO BE DESIGNED BY OTHERS.

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CAPITAL PROJECT NO. 1644A
CONTRACT NO. T-707A
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LEHIGH VALLEY OFFICE

LEGH VALLEY OFFICE
941 Marcon Boulevard
Allentown, PA 18109

Scale: AS SHOWN
Drawing Date: 01.10.18

USA Project No. 2017-012
MASER PROJECT NO. 1603117A

Drawing No. C-105.1