

STANDARD INSTRUCTIONS
FOR MONTGOMERY COUNTY PROCUREMENT PORTAL SOLICITATIONS

1. No verbal instructions or information to bidders will be binding. The specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness thereof, before the opening of bids. Should any inquiries be received by the Commissioners relating to this bid or proposal, only answers posted on the Montgomery County Procurement Portal will be considered binding and incorporated into the specification.
2. Bids or proposals will be considered as conclusive evidence of complete examination of specifications, addendums, samples and any other document included with the solicitation. Also, electronic submission of the document will be considered as providing a binding digital signature to the bid or proposal.
3. The County of Montgomery reserve the right to reject any or all bids, proposals or parts thereof, as deemed to be in the best interest of the County.
4. All Bidders who submit a bid agree to be bound by the County's Standard Terms and Conditions, which are attached to the specification as an exhibit.
5. Any instructions contained in the description section of Montgomery County Procurement Portal for this solicitation shall be considered binding and part of this specification.
6. The County shall answer questions on a best efforts basis unless otherwise stated. Questions received less than seven days prior to the opening of a bid or proposal may not receive a response.
7. All bids should be submitted through the Montgomery County Procurement Portal unless otherwise stated.
8. When uploading your response, please submit the following as separate documents in addition to your proposal: Responsible Contractor Form (if required), Cost/Pricing Proposal, Appendix A, and a current W-9.
9. If a vendor experiences a technical problem uploading a bid or proposal to the Montgomery County Procurement Portal, the County may accept the proposal through alternate means, provided the problem was brought to the County's attention at least a half-hour prior to the solicitation's close. Acceptance through alternate means will be solely at the discretion of the County, and may not be challenged. Technical problems of any kind raised within a half-hour of the solicitation's closing, regardless of cause will be solely attributed to the vendor's negligence unless the County determines it is in the County's best interest to allow the submission.

Specification

10. These specifications are intended to cover the furnishing of all materials and the performance of all work that may be required or necessary for the complete performance of the contract, and the Contractor will be required to do all things that may be necessary to fully complete the work within the purview of these specifications. Where plans accompany certain sections of the specifications, these shall be considered a part of these specifications.

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Interpretation of Specifications

11. Should a bidder or proposer discover discrepancies in the specifications, the matter shall be at once brought to the attention of the Commissioners, and the discrepancies corrected before proceeding further.
12. All explanations, interpretations and instructions required under these specifications will be given by the Commissioners or their designated Representative on written request from bidders and posted to the Montgomery County Procurement Portal website.
13. All equipment, services and/or material shall conform to the requirements of these specifications, and any equipment and/or material determined by the Commissioners as not meeting these specifications shall at once be removed and replaced according to the Standard Terms and Conditions unless otherwise indicated in the specification.

Exemption from Federal Excise and Pennsylvania Sales Taxes

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

Note: This provision shall not apply to construction, repair and/or maintenance contracts where under bidder purchases supplies, materials and/or equipment and includes costs thereof in computation of his bid or proposal.

Equivalency Clause

15. Where the use of a manufacturer's brand name and/or model number appear in these specifications it is intended only to indicate that said brand name and/or model number is the minimum standard desired by the County of Montgomery. Vendors desiring to bid or propose on items other than those indicated shall state the brand name and/or model number upon which their bid or proposal is based.

It shall be the vendor's responsibility to prove to the County that said items are equal to or better than those indicated. Specification Documents, Literature, etc., shall accompany Bid Proposal. The County reserves the right to request samples of items and/or requires a demonstration of same if appropriate.

Failure to comply with this requirement may be cause for rejection of bid.

Error in Extension

16. Where an error is made in computing the extension of the per unit price to total price, the per-unit price quoted shall govern.

County Right

17. The County reserves the right to accept or reject any or all bids, proposals or parts thereof and to award the contract as is determined to serve the County's best interest.

Bid Bond

18. A bid bond is not required for any bids or proposals except those involving construction projects, unless otherwise specified. For construction projects, all bond procedures should comply with 16 P.S. § 5518.

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19. A bid bond is required for all construction projects. Unless otherwise specified, the bid bond should be for 5% of the total bid value including alternates.

Rejection of Bid

20. A bid or proposal, which is incomplete, obscure, conditioned, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, may be rejected. If the specification requires a bid bond, County may reject the bid if the bond is deficient in some manner.

Bidders Responsibility Factor

21. In evaluating bids, in addition to price, the County may consider delivery time, bidders' experience, past record of bidder in meeting commitments and any other general factors that may be deemed pertinent to the best interests of the County. The County reserves the right to request bidder to supply additional information prior to award of contract should such action be deemed in the County's best interest.

Contractor Obey Laws

22. Contractor shall obey all Federal, State, County, Municipal laws or ordinances in any way pertaining to the requirements of the specifications, and shall obtain any and all permits, etc., which may be necessary.

Steel Procurement Act

23. Should the work under these specifications require the use of Steel or Steel Products, bidders shall note that only steel products produced in the United States of America shall be used in the performance of the work if called for in these Contract Documents. Bidders are required to familiarize themselves with the Pennsylvania Steel Products Procurement Act (73 P.S. §§ 1881–1887), as it pertains to this requirement.

Motor Vehicle Procurement Act

24. Contractor shall supply only motor vehicles, which are manufactured in North America. Where specifications call for the purchase or lease of vehicles for the County, the bidder must indicate on the Proposal Page that a substantial majority of the principal components of the vehicle upon which a bid proposal is being submitted was assembled into final products in an assembly plant in North America. Bidder shall indicate plant location. Remanufactured automobile parts shall be used as defined in Resolution 09-C.463.

Used Oil Products Preference

25. As provided for in the act of April 9, 1982 (P.L.314, No.89), known as the Pennsylvania Used Oil Recycling Act, the County and persons holding contracts with the County shall encourage and, to the extent possible, require the procurement and purchase of recycled oil products as substantially equivalent to products made from new oil.

Protection of Work, Life, Property

26. Contractor shall continuously maintain adequate protection of its work from damage, and shall protect the County's property from injury or loss arising in connection with this contract. It shall make good any such damage, injury or loss except such as may be directly due to errors in the contract documents or caused by agents or employees of the County. It shall adequately protect adjacent property as provided by law and the contract documents. It shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions.

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EQUAL EMPLOYMENT OPPORTUNITY

27. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances relating to equal employment opportunity and nondiscrimination, including but not limited to Title VII of the Civil Rights Act of 1964, the Pennsylvania Human Relations Act, and any successor or amended statutes.
28. The Contractor shall not discriminate against any employee or applicant for employment in connection with the performance of this Contract because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, veteran status, or any other status protected by applicable law.
29. The Contractor shall ensure that employment-related decisions—including recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training—are made without unlawful discrimination and in accordance with applicable law.
30. The Contractor shall include the substance of this Section in all subcontracts and shall be responsible for subcontractor compliance with applicable equal employment opportunity and nondiscrimination laws.
31. No Contractor, subcontractor, or person acting on their behalf shall intimidate, threaten, coerce, or discriminate against any employee or applicant for employment because that individual has exercised rights protected under applicable nondiscrimination or equal employment opportunity laws.
32. Failure to comply with this Section shall constitute a material breach of the Contract. In addition to any other remedies available at law or in equity, the County may suspend or terminate the Contract, in whole or in part, for such noncompliance.

Additional Forms

33. The Prevailing Minimum Wage Predetermination, if applicable to the project, is a separate section of these contract documents, attached hereto and made a part hereof.
34. All documents contained in Appendix A must be provided.
35. The Contract Cover and Signature Page is provided for reference and does not need to be provided with a bid or proposal.
36. If HIPAA does not apply to this contract, the Business Associate Agreement may be ignored if it is included with the bid documents.
37. The Trade Secret form is optional and should only be provided if vendor is claiming any part of the bid or proposal is a Trade Secret or contains Confidential Proprietary Information.

COUNTY OF MONTGOMERY

**GENERAL CONDITIONS
FOR THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 - DEFINITIONS

- 1.1** As used in these General Conditions, and in the Contract Documents, the following terms are defined herein, unless the context clearly dictates otherwise.
- a. **Amendment** is a written order to the Contractor, signed by the County and approved through resolution by the Montgomery County Commissioners if necessary, and issued after the execution of the Contract, authorizing a change in the terms and conditions of the Standard Form of Contract and/or the General Conditions, and/or any other Contract Documents providing terms and conditions. The Contract terms and conditions may be changed only by Amendment.
 - b. **Change Order** is a written order to the Contractor, signed by the County, and issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.
 - c. **Contract** means the Contract for construction, of which these General Conditions are made a part. The documents comprising the complete Contract Documents are defined in the Standard Form of Contract if attached or, if not attached, comprises the Specification, these General Conditions, and the Contractor's response in that order of precedence.
 - d. **Contract Sum**, or **Contract Price**, is the dollar amount stated in the Standard Form of Contract, including any changes authorized by fully-executed Change Orders, and is the total amount payable by the County to the Contractor for performance of the Work under the Contract.
 - e. **Contract Time** is the time allowed for substantial completion of the Work, including any changes authorized by fully-executed Change Orders.
 - f. **Contractor** shall be the entity with whom the County has entered into this Contract to construct the Project in accordance with the Contract Documents.
 - g. **County** means the County of Montgomery; Montgomery County Row Offices, the Southeastern Regional Pennsylvania Task Force; or any other entity that has authorized the Commissioners of Montgomery County to enter into this Contract on their entity's behalf.
 - h. **Separate Prime Contractors** are the entities with whom the County enters into contracts to construct the Project in accordance with the Contract Documents, in accordance with Act 104/Public Law 155 of 1913. Separate Prime Contractors is typically differentiated from Contractor to indicate contractors other than the specific Contractor with whom the County has entered into the Contract at hand.
 - i. **Specification** is the statement of work issued detailing the work to be done under the Contract and includes all notes and addendums posted along with the statement of work, as well as any changes to scope of work written and agreed to after execution of the Contract.
 - j. **Subcontractor** is a person or entity who has contracted to furnish labor or materials, or has contracted to furnish labor, for a contractor or another subcontractor in connection with the Project.
 - k. **Substantial Completion** is when the Work is sufficiently completed in accordance with the Contract Documents, changed as authorized by fully-executed Change Orders, and certified by the County, so that the Project can be used, occupied, and/or operated for its intended use. In no event shall the project be certified as Substantially Complete until at least ninety percent (90%) of the Work on the Project is complete.
 - l. **Supplier** is a person or entity who is providing materials or equipment, or construction equipment or machinery, but not labor, for a contractor or a subcontractor in connection with the Project.
 - m. **Project** is the total effort of construction, renovation, improvement, clean up, addition to, and/or repair of a facility. The total effort is comprised of one or more construction contracts, one of which is the Contract, plus other necessary contracts, agreements, and purchases for design, management, and equipment, and possibly for furniture and furnishings.
 - n. **Work** means all labor, materials, and equipment, along with the necessary supervision, required and incorporated to complete the construction, renovation, improvement, addition to, and/or repair of a facility specified in, and according to, the Contract Documents.

ARTICLE 2 - GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

- 2.1.1 The Contract Documents are defined in the Standard Form of Contract if present.
- 2.1.2 The Contract can be changed by either: (1) an Amendment, or (2) a Change Order. The Contract may be changed only after the Contract has been properly executed by all necessary County officials and approved by resolution if required by law. Changes within the scope of the Contract may be ordered by the County. Changes not within the general scope of the Contract must be agreed upon by both parties.
- 2.1.3 The Contract Documents are complementary, and what is required by any one of the Contract Documents shall be binding as if required by all. Work not covered under any heading, section, branch, class, or trade of the specifications need not be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. Work shown on the drawings is required even if not covered under a specification section. If there is a conflict between the drawings and the specifications, the specifications shall prevail. Words that have well-known technical or trade meaning are used herein in accordance with such recognized meanings. Where the Work is shown in complete detail on only half or a portion of a drawing or there is an indication of continuation, the remainder being shown in outline, the Work drawn out in detail shall be understood to apply to other like portions of the Project.
- 2.1.4 The intent of the Contract Documents is to describe a functionally complete Project composed of any work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result of a completed County shall be furnished and performed whether or not specifically called for.
- 2.1.5 No additions to the Contract Sum will be approved for any labor, equipment, and/or materials to perform Work hereunder unless it can be clearly shown to be beyond the scope and intent of the drawings and specifications and to be absolutely essential to the proper execution of the Work.
- 2.1.6 All drawings, specifications, and copies thereof furnished by the County are and shall remain the property of the County. They are not to be used on any other project, without permission of the County, and, with the exception of one Contract set for each party to the Contract, are to be returned to the County upon request at the completion of the Work.

ARTICLE 3 - THE COUNTY

3.1 RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity.

3.2 RIGHT TO CARRY OUT THE WORK

If the Contractor fails to satisfactorily carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the County may, after three (3) working days written notice to the Contractor, and without prejudice to any other remedy the County may have, make good such failures. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failures, including the cost for the additional services by the Professional or any of the other representatives of the County made necessary by such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and/or the Contractor's Surety shall pay the difference to the County.

3.3 RIGHT TO AWARD CONTRACTS

The County reserves the right to award other contracts in connection with other portions of the Project under similar conditions of this Contract.

3.4 REPRESENTATIVES

- 3.4.1 Representatives designated by the County will have the authority to enforce the Contract, to include inspecting the Work and rejecting all Work not in accordance with the Contract Documents. The County's Representatives may be County staff, the Professional, a Construction Manager, and/or other individuals or parties retained for such purpose.
- 3.4.2 Only those representatives so designated have authority to change, modify, or alter the Work or incur or cause to be incurred additional obligations beyond the Contract provisions.
- 3.4.3 The County may retain and designate other representatives, to include but not limited to Inspection and Testing firms, Commissioning Agents, and special consultants, to act as representatives for the County in the administration of specific aspects of the Contract. They may perform functions as determined by their agreements with the County.
- 3.4.4 In the event the County retains and designates more than one representative, and that directions, instructions, or interpretations given by those representatives are in conflict, the Contractor shall, within three (3) days but before any Work addressed in the conflicting directions, instructions, or interpretations is performed, bring the conflict to the attention of those representatives for resolution. In the event those representatives do not resolve the conflict, the Contractor shall bring the conflict to the attention of the County for resolution.

3.5 THE PROFESSIONAL

- 3.5.1 If retained and so designated by the County, a Professional architect or engineer may act as representative for the County in the administration of the Contract and may perform any or all of the functions herein, as determined by the Professional's agreement with the County.
- 3.5.2 The Professional has the authority to visit the Project site to review progress in accordance with the Contract drawings and specifications, attend job conferences, make progress reports to the County, review and accept/reject the Contractor's Schedule of Values, approve the Contractor's applications for payment, interpret technical aspects of the Contract Documents, reject Work which does not conform to the Contract Documents, review and approve submittals, review and provide an evaluation of the Contractor's Quality Control program, prepare drawings and specifications for change orders, review and accept the Contractor's proposals for change orders, prepare punchlists, participate in punchlist and completion inspections, and review and approve operating and maintenance instructions, warranties, and related documents required by the Contract.
- 3.5.3 The Professional may have additional authorities and perform additional functions as determined by the County necessary to protect the County's interest.

3.6 THE CONSTRUCTION MANAGER

- 3.6.1 If retained and so designated by the County, a Construction Manager may act as a representative for the County in the administration of the Contract and may perform any or all of the functions stated herein, as determined by the Construction Manager's agreement with the County.
- 3.6.2 The Construction Manager may perform any of the same actions the Professional has the authority to perform, either independent of or in conjunction with the Professional.
- 3.6.3 If given the responsibility by the County, the Construction Manager may perform any of the functions of County staff, except those functions expressed reserved for the Contracting Officer.
- 3.6.4 If given the responsibility by the County, the Construction Manager may assist in coordination of the activities of the various Separate Prime Contractors, as well as any other contractors, all of whom shall cooperate with him/her. Such coordination may include participation in the development, review, revision, and/or maintenance and updating of the Project construction schedule. Unless expressly provided for in the Specification, Construction Progress Documentation, the Construction Manager will not have control over or be responsible for the Project construction schedule itself, nor for the execution of the Work in accordance with the approved Project construction schedule, nor over construction means and methods.

ARTICLE 4 - THE CONTRACTOR

4.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

- 4.1.1 The Contractor shall perform the Work according to good quality industry standards, practices, and procedures, and in accordance with the Contract Documents and approved submittals.
- 4.1.2 The Contractor shall accept all conditions as found upon examination of the site, and take field measurements and verify field conditions and compare carefully such measurements and conditions with the Contract Documents before commencing activities. If the Contractor, in the course of construction, finds any conflict, error, or discrepancy on or among the Contract Documents, such conflict, error, or discrepancy shall be immediately referred to the County in writing.
- 4.1.3 On all Work of a remodeling nature or installation within existing facilities, the actual situation at the site controls any information given which may affect the quantity, size, and quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the drawings or within the specifications.
- 4.1.4 If subsurface exploration, drilling, and/or testing was performed at the Project site, and if information resulting from that exploration, drilling, and/or testing was available to the Contractor by its inclusion in the Technical Plans and Specifications, then the following applies. Notwithstanding anything to the contrary contained in the Contract Documents, and notwithstanding anything to the contrary contained in the subsurface exploration, drilling, and/or testing reports themselves, such subsurface exploration, drilling, and/or testing reports provided are for informational purposes only, and nothing contained in them shall be deemed to be a representation or warranty with respect to the condition of the Project site and/or any Work required to be performed in connection with the excavation thereof.

4.2 SUPERINTENDENCE AND MANAGEMENT

- 4.2.1 Superintendence. At all times during performance of the Work at the Project site, and until the Work is completed and accepted, the Contractor shall have on site a duly authorized and competent superintendent who shall directly supervise the Work. Direct supervision shall be required any time that the Contractor or any of its subcontractors are carrying out Work on the site. Communications given by the County at the Project site to the superintendent shall be as binding as if given to the Contractor. If the Contractor has more than one Separate Prime Contract, the Contractor shall provide a separate superintendent for each Separate Prime Contract. The superintendent shall be acceptable to the County. The County may require the submission of a resume or statement of qualifications for the proposed superintendent. The Contractor shall not change the assigned superintendent without approval of the County. Such approval shall not be unreasonably withheld.
- 4.2.2 Management. For the duration of the Contract, and until all Contract requirements are completed and final payment is made, the Contractor shall have a duly authorized and qualified project manager for the Contract. The project manager shall be the primary point of contact between the Contractor and the County, and between the Contractor and the design Professional. The project manager shall have the full authority to make decisions and approve Contract changes for the Contractor. If the Contractor has more than one Separate Prime Contract, the Contractor shall provide a separate project manager for each Separate Prime Contract. The project manager shall be acceptable to the County. The County may require the submission of a resume or statement of qualifications for the proposed project manager. The Contractor shall not change the assigned project manager without the approval of the County. Such approval shall not be unreasonably withheld.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention to complete the Work in an acceptable manner and in accordance with the Project Schedule (see Article 4.7 Project Schedule). The Contractor shall be solely responsible for the Work performed and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work, unless the Contract Documents give other instructions.
- 4.3.2 The Contractor shall be responsible for the acts and omissions of all of its employees, all subcontractors and their agents and employees, and all other persons performing portions of the Work under an agreement with the Contractor.

4.4 LABOR AND MATERIALS

- 4.4.1 The Contractor shall enforce strict discipline and good order and conduct among its employees and other persons carrying out the Work. Every employee shall be fit and skilled in the performance of tasks assigned to them.
- 4.4.2 This Contract may be subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act (43 P.S. § 165-1, et seq.), as amended, which is incorporated herein by reference as if fully set forth herein.
- 4.4.3 The County anticipates the Contractor will provide products (i.e., products, materials, and equipment as defined in the Specification) to be incorporated into the Work. Products shall meet or exceed the quality specified in the Contract Documents, and shall be new, undamaged, and unused at the time of installation, unless otherwise indicated in the Contract Documents or authorized by the County as a substitution after the Effective Date on this Contract. The Contractor shall produce, upon request, evidence supporting the source of materials used in the Work. The burden of proof of quality for all products provided rests with the Contractor. The costs incurred for substantiating quality shall be borne by the Contractor. If the County accepts substituted products of a lesser quality than specified, the County shall be entitled to a credit equal to the difference in cost of the products specified and the products provided, to include any difference in the cost of delivery, storage, handling, and installation. For any substituted products, the Contractor shall fully warrant and guarantee for the benefit of the County the effectiveness, fitness for the purpose intended, quality, and merchantability of the substituted product.

4.5 TAXES

Contractor shall pay all sales, consumer, use, and other similar taxes as required by law. Since the County is an instrumentality of the Commonwealth of Pennsylvania, the sale at retail to or use by a construction contractor of certain building machinery and equipment and services thereto that are transferred to the County may possibly be excluded from some or all of such taxes. Forms and directions on the manner of obtaining exclusions from sales taxes may be obtained from the Pennsylvania Department of Revenue.

4.6 UNIFORM CONSTRUCTION CODE; PERMITS, FEES, AND NOTICES

- 4.6.1 Contractor is responsible for complying with all Local authorities having jurisdiction over building codes and permits applicable to the construction site. Unless otherwise indicated in the specification, the General Contractor, Construction Manager or the Professional, in that order of precedence, is responsible for obtaining all Building Permits.
- 4.6.2 The Contractor shall become familiar, and is responsible for complying, with all aspects of the UCC. For purposes of UCC inspections, the Contractor shall be deemed the "owner" as described in the UCC. Each Separate Prime Contractor shall include in the Project Schedule the UCC inspections applicable to their Work. Each Contractor shall be responsible to contact the applicable authorities to schedule the required inspections in accordance with the inspection procedures outlined in the Building Permit. Each Contractor shall notify the County of all scheduled inspections and shall inform the County in writing of the results of all inspections.
- 4.6.3 The Contractor shall complete in a timely manner all Contract requirements necessary for the Project to receive a Certificate of Occupancy.
- 4.6.4 Unless otherwise indicated in the Contract, the General Contractor, Construction Manager or the Professional, in that order of precedence, will obtain any required zoning or land use permits from the local municipality having jurisdiction.
- 4.6.5 Unless otherwise indicated in the Contract, the General Contractor, Construction Manager or the Professional, in that order of precedence, will obtain any required storm water or other environmental permits from the governmental agency having jurisdiction. The Contractor shall comply with any and all requirements of those permits. And Contractor also may be required to be a Transferee/Co-Permittee on the NPDES permit.
- 4.6.6 The Contractor shall obtain and pay for all other permits, licenses, and certificates required by Law and/or

any public authority for the proper execution and completion of its Work. The Contractor shall furnish proof of payment for all such permits, licenses, and certificates, or proof that no permits, licenses, or certificates are required.

- 4.6.7 The Contractor shall give all notices and comply with all applicable Laws, ordinances, regulations, rules, and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents is at variance therewith in any respect, it shall promptly notify the County in writing. If the Contractor performs any Work knowing it to be contrary to such applicable laws, ordinances, regulations, rules, or orders, and without such written notice to the County, the Contractor assumes full responsibility therefor and shall bear all costs attributable thereto.
- 4.6.8 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof. The County shall be responsible for all such loss when a particular design, process, or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the design, process, or product specified is an infringement on a patent, it shall be responsible for such loss unless it promptly gives such information to the County.

4.7 PROJECT SCHEDULE

- 4.7.1 The Contractor shall comply with the Project Schedule requirements specified in the Specification. If the Specification is silent as to the Project Schedule, the Contractor shall comply with the provisions below.
- 4.7.2 Within seven (7) days following receipt of Notice to Proceed, the Lead Prime Contractor shall furnish to the County and to any and all other Separate Prime Contractors a practicable schedule of the proposed prosecution of the Work, and the planned dates on which salient features of the Work will start and complete. The Project Schedule shall be coordinated with and accepted and signed by any and all other Separate Prime Contractors, and submitted to the County for review and approval not later than fourteen (14) days after Notice to Proceed.
- 4.7.3 The Contractor shall complete portions of the Work in such order of time as may be stated in the Contract Documents or as required in the approved Project Schedule. If the Contractor fails to process the Work according to the approved Project Schedule, the County may require the Contractor to take necessary steps to recover and maintain the Project Schedule, at no additional cost to the County. Necessary steps may include, but are not limited to, additional resources, additional shifts, or overtime operations. If the Contractor refuses or fails to proceed as directed by the County, the County has the right to carry out the Work, and may find the Contractor in breach of its Contract and/or declare the Contractor in default.

4.8 SUBMITTALS

- 4.8.1 The Contractor shall prepare and process submittals in accordance with the Specification if applicable, and consisting as appropriate of the necessary shop drawings, coordination drawings, product data, samples, and other information required to identify the proposed equipment and materials, to support the proposed installation methods, and to establish standards by which the Work will be judged. The preparation and processing of submittals shall not delay the Project or require a time extension to the Contract Time, unless agreed to by the County.
- 4.8.2 The County's review and approval of a submittal is for conformance with the information given in the Contract Documents and with the design concept of the Project. Approval does not relieve the Contractor of the responsibility for compliance with Contract requirements or with statutory or regulatory requirements. Moreover, the Contractor is responsible for dimensions, quantities, details and connections, fabrication, construction methods, and coordination of trades required for satisfactory construction of all Work.
- 4.8.3 No portion of the Work requiring a submittal shall be commenced until the submittal has been approved by the County. Any Work commenced by the Contractor prior to approval of the submittal is performed by the Contractor at its own risk.

4.9 JOB CONDITIONS

- 4.9.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment,

- unless otherwise permitted by the County. The Contractor shall at all times keep the work site free from accumulation of waste materials or rubbish created by its operations.
- 4.9.2 The site of the Work is defined by the Limit of Contract line shown on the drawings. The Contractor may only extend its Work beyond this line as may be necessary to satisfy requirements of all permits and to make utility and service connections. Before starting any Work beyond the Limit of Contract, the Contractor shall submit to the County a description of the proposed Work for their review and approval.
- 4.9.3 The Contractor shall cooperate in the arrangements of the Work, as necessary, to least affect the administration or operation of any present facility. Existing utility services roads and access ways shall not be interrupted without prior approval by the County. The Contractor shall comply with the County's prescribed times for acceptable outage periods.
- 4.9.4 The Contractor shall at all times afford other contractors reasonable and safe access to the site and material storage areas, and shall perform its Work so as not to interfere with the work of other contractors.
- 4.9.5 The Contractor shall be responsible for providing temporary heat, light, and water as necessary to execute and protect the Work, and shall maintain adequate ventilation of the work site to ensure proper air quality for human breathing and safe equipment operations. Specific requirements may be provided elsewhere in the Contract Documents, including, but not limited to, the Specification.
- 4.9.6 The Contractor shall protect the Work and stored materials. Specific requirements may be provided elsewhere throughout the Contract Documents.
- 4.9.7 If the Contractor fails to maintain a satisfactory cleanup program or to otherwise maintain a clean and safe work site, the County will issue a twenty-four (24) hour written notice of deficiency. If the Contractor does not respond to the written notice from the County, then the County shall arrange for the performance of the cleanup and backcharge the Contractor for all costs associated with the cleanup.
- 4.9.8 All construction salvage materials, not including items specified elsewhere to be returned to the County, become the property of the Contractor and shall be taken from the premises. On-site storage of materials and equipment, other than for use in this Project, will not be permitted.
- 4.9.9 No rubbish or debris shall be dropped from a height of more than six feet, or thrown out of any window or opening without a chute.
- 4.9.10 Every day the site and premises shall be left in a neat, unobstructed condition, and all Work shall be in good repair and order.
- 4.9.11 The following, which is not all-inclusive, lists the cleaning levels required by each Contractor as applicable to the scope of Work included in its Contract prior to Final Inspection:
1. Remove labels which are not required as permanent labels;
 2. Clean transparent materials, including mirrors and window/door glass, to a polished condition;
 3. Remove substances which are noticeable as vision-obscuring materials;
 4. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, paint splatters, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition;
 5. Clean concrete floors; in non-occupied spaces, broom clean; remove all stains, marks, paint, rust, etc. caused by construction activities.
 6. Clean plumbing fixtures to a sanitary condition, free of stains, including those resulting from water exposure; and
 7. Clean mechanical and electrical equipment, ductwork and replace all filters.
- 4.9.12 Prior to Final Inspection, in addition to the cleaning specified above, the site shall be prepared for occupancy by a thorough cleaning, including removal of all trash, rocks, wood and or debris as required. Roadways and sidewalks shall be washed and swept clean. These activities shall be coordinated by the Lead Contractor.
- 4.9.13 Before the acceptance of the Project by the County at the Final Inspection, all visible finished surfaces and materials shall be thoroughly cleaned and/or retouched by the responsible Contractor at its own cost and shall be left in a clean and unblemished condition to the satisfaction of the County. Surfaces that are to be finished shall have all plaster, mortar and other surplus materials removed before beginning painting, varnishing and other finishing.

ARTICLE 5 - SUBCONTRACTORS

5.1 SUBCONTRACTS

- 5.1.1 Subcontractors employed by the Contractor are solely responsible to the Contractor, and shall have no contractual relationship with the County.
- 5.1.2 All Work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor. All agreements between Contractors and subcontractors shall contain provisions requiring all of the following rights and responsibilities:
- a. Preserving and protecting the rights of the County under the Contract with respect to the Work to be performed under the subcontract, so that the subcontracting thereof will not prejudice such rights.
 - b. Requiring that the Work be performed in accordance with the terms, conditions, and requirements of the Contract Documents.
 - c. Requiring that all claims for additional costs, extensions of time, or otherwise, with respect to subcontracted portions of the Work, be submitted to the Contractor in the manner provided in the Contract Documents for like claims by the Contractor upon the County.
 - d. Requiring that each subcontractor and/or supplier fully warrant and guarantee for the benefit of the County as purchaser the effectiveness, quality, and merchantability of any item provided and/or installed by such subcontractor.
 - e. Requiring that the subcontractor is without privity of Contract to the County and that it agrees by signing the subcontract that it neither acquires nor intends to acquire any rights against the County on a third-party beneficiary theory or any others.
- 5.1.3 The Contractor shall not sublet any part of this Contract without written approval of the County. Within seven (7) days following receipt of Notice to Proceed, the Contractor shall furnish to the County, for approval, a list of all subcontractors and suppliers it proposes to use under the Contract.
- 5.1.4 A Contractor may not, except with the consent of the County, have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this Project. Failure to disclose the names of such subcontractors and/or suppliers shall be sufficient grounds for termination of this Contract. Such failure may also be grounds for the initiation of civil or criminal proceedings.
- 5.1.5 The County has the right to direct the Contractor to replace any subcontractor to which the County objects for any of the following reasons:
- a. The subcontractor has failed to work in accordance with the Contract provisions, rules, and regulations regarding Contractor performance, Contract Compliance, or good order and conduct of its employees.
 - b. The subcontractor has defaulted or failed to perform on previous County projects.
 - c. The subcontractor has been suspended or debarred from doing business with the Commonwealth.

ARTICLE 6 - CHANGES IN THE WORK

6.1 CHANGE ORDERS

- 6.1.1 The County, without invalidating the Contract, and without notice to the Sureties, may, by written order, order changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions. All such changes shall be implemented by a Change Order.
- 6.1.2 Change Orders shall adjust the Contract Sum and Contract Time accordingly, as they relate to the cost of the Work and the cost of any impacts to the Work, and to the impact on timely completion of the Work. Costs and impacts shall include any and all costs associated with acceleration, stacking, and re-sequencing of the Work required to maintain the Project Schedule. If it is not possible to complete the Work in accordance with the Project Schedule and/or the Contract Time by the acceleration, stacking, or re-sequencing, the Contractor may request an extension of time. Adequate information and proper submission must be provided to validate such a request.
- 6.1.3 The Contractor agrees that payment under any method noted within this Contract shall be the exclusive compensation for such addition, deletion, or other revision to the original Contract, and that by signing a Change Order, the Contractor agrees to release and waive any and all claims related to that Change Order or the Work contained therein.

- 6.1.4 When the County and the Contractor are not in total agreement on the terms of a Change Order, or when the amount or extent of the Work related to the Change Order is not known, the County may issue a unilateral change order, or a Construction Change Directive, directing the Contractor to proceed with a change in the Work. In such cases, the Contractor must proceed with the Work but shall have the right to request an adjustment to the Contract Sum and Contract Time. In such cases, requests for adjustment to the Contract Sum and/or Contract Time must be accompanied by supporting documentation of incurred costs/time.
- 6.1.5 Minor changes in the Work not affecting the Contract Sum or Contract Time, consistent with the intent of the Contract Documents, may be directed by the County without additional compensation or time extension.

6.2 REQUESTS FOR ADDITIONAL COST OR TIME

- 6.2.1 If the Contractor desires an increase in the Contract Sum, written notice shall be given to the County before proceeding to execute any Work which is the subject of the desired increase. Such request shall be in accordance with Specification Section 012600, Contract Modification Procedures, or other similar formal County procedures.
- 6.2.2 If the Contractor desires an increase in Contract Time, written notice shall be given to the County, including an estimate of the probable impact on the timely completion of the Work and of any cost associated with that impact.

6.3 CONCEALED OR UNKNOWN CONDITIONS

- 6.3.1 The County recognizes two types of concealed conditions which might be encountered during the performance of the Work: 1. Concealed conditions which are unascertainable from the plans, Contract Documents, visits to the site, or reasonable investigation, and which are at variance with the conditions indicated by the Contract Documents; or 2. Unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contractor has seven (7) days after the first observance of the concealed condition to provide written notice to the County. If the Contractor fails to provide notice, any costs arising from the conditions shall be on the Contractor.
- 6.3.2 If, after proper notice, the County decides that either of the two concealed conditions described above in 6.3.1 has occurred during construction, then the Contract Sum shall be equitably adjusted by Change Order. No adjustment shall be made to the Contract Sum under this paragraph, however, for concealed conditions encountered during cutting and patching of Work.
- 6.3.3 In the event that concealed or unknown conditions described above in 6.3.1 preclude either the Contractor or the County from establishing either a methodology or a quantity of work to be priced into a Change Order before commencement and performance of Work, the County reserves the right to do any of the following:
1. If only the quantity of Work is unknown, the County may issue a Change Order to perform work in a quantity established by the County. The County will monitor the actual quantities and, upon completion of the Work, issue a second Change Order to adjust the original quantity.
 2. If the County deems that either the methodology and/or scope of the Change Order are indeterminable, the County may issue an exploratory Change Order to determine the appropriate methodology and scope before issuing a follow-up Change Order to complete the Work. If the County determines, after review of the results of the exploratory Change Order, that this Change Order was not successful in establishing the methodology or scope of work, the County may opt for performing and monitoring the entire Change Order Work on a time and material force account basis. If the County decides to proceed in this manner, the Contractor will be required to show proof of incurred cost and will furnish any requested supporting documentation relating to the incurred cost.

ARTICLE 7 - TIME

7.1 CONTRACT TIME

- 7.1.1 Time is of the essence. The Contractor shall prosecute the Work diligently and substantially complete the Work in accordance with the Contract Time specified in the Standard Form of Contract.
- 7.1.2 No on-site Work may take place until Notice to Proceed is issued by the County.
- 7.1.3 If the County issues a Binding Letter of Intent to Contract prior to Notice to Proceed, the Contractor may rely on the letter to prepare to start Work to the extent authorized by the letter and incur costs in preparation for performance of the Contract.
- 7.1.4 The Contract Time anticipates inclement and/or adverse weather, and the Contractor shall plan accordingly. Inclement or adverse weather, including but not limited to cold or freezing weather, shall not be considered an excuse for non-performance of Work under this Contract. The Contractor shall use such methods of protection as may be necessary to continue to work throughout the period of inclement or adverse weather.

7.2 ADJUSTMENTS TO THE CONTRACT TIME

- 7.2.1 A time extension for an ordered change in the Work will depend upon the extent, if any, by which the change causes delay in completion of the various elements of construction. Normally a time extension will be granted if the changed Work impacts a Work item on the critical path of the Project Schedule and the scheduled completion date is impacted. For an ordered change in the Work that can reasonably be done concurrent with other Contract Work, without significant addition of labor or equipment, no time extension will be granted.
- 7.2.2 A change order granting a time extension may provide that the Contract Time will be extended only for those specific elements related to the changed Work and that the remaining Contract Time for all other portions of the Work will not be changed.

7.3 NO-FAULT TIME EXTENSIONS

- 7.3.1 If delays in completing the Work arise from unforeseen causes beyond the control and without the fault or negligence of either the Contractor or the County, the County may, in its sole discretion, grant a time extension for any such delays by extending the time for completion of the Work, which extension shall constitute the exclusive remedy between the parties. Examples of such causes include, but are not limited to, acts of God, acts of or protection against a public enemy, acts of the Commonwealth in its sovereign capacity, acts of another contractor in its performance of an agreement with the County, strikes, embargoes, and unusually severe weather. Any such time extension must meet the criteria under Article 7.2.
- 7.3.2 If unusually severe weather is the basis for Contractor's request for additional time, such request shall be documented by data from a recognized weather authority substantiating that weather conditions were abnormal for the period and could not have been reasonably anticipated. The Contractor shall also substantiate that the unusually severe conditions had an adverse impact on the scheduled completion date.

ARTICLE 8 - SUSPENSION OF THE WORK

8.1 SUSPENSION OF THE WORK

- 8.1.1 The County may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the County.
- 8.1.2 If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted:
 - a. by an act of the County in the administration of this Contract, or
 - b. by the County's failure to act within the time specified in this Contract, or within a reasonable time if not specified,an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit)

necessarily caused by such unreasonable suspension. The Contract shall be modified in writing accordingly. No adjustment shall be made under this clause for any suspension to the extent that performance would have been so suspended by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

8.1.3 No claim under this clause shall be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension. The claim may not be asserted later than the date of final payment.

8.1.4 The provisions of this Article 8.1 do not apply under conditions enumerated in Article 8.2, Suspension of the Work Due to Unfavorable Conditions, or Article 8.3, Suspension of the Work for Fault of the Contractor.

8.2 SUSPENSION OF THE WORK DUE TO UNFAVORABLE CONDITIONS

8.2.1 If, in the judgment of the County, the Contractor is taking undue risk of damage to any part of a structure or installation by proceeding with the Work during unfavorable weather or other conditions, then the County may suspend the Work temporarily, either wholly or in part for such periods as are necessary. In case of such suspension, the County may, in its sole discretion, grant a time extension for any such delays by extending the time for completion of the Work, which extension shall constitute the exclusive remedy between the parties. The failure of the County to suspend the Work does not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

8.2.2 The County may require a suspension of the Work if, in its opinion, unforeseen conditions warrant such stoppage. When the County directs resumption of the Work, the Contractor shall resume full operations within a period of seven (7) days after the date of written notice to do so. The County is not liable for any damages, lost overhead, or anticipated profits on account of the Work being suspended.

8.2.3 Any Work done by the Contractor during the period of suspension is its own responsibility. The Contractor shall receive no payment for the Work unless the Work is subsequently resumed and Work done during the suspension can be utilized in the resumed Work.

8.2.4 Suspensions of Work as outlined above shall not in themselves operate to extend the Contract date of completion. Requests for extensions of time shall be submitted in writing by the Contractor, setting forth its reasons for the extension.

8.3 SUSPENSION OF THE WORK FOR FAULT OF THE CONTRACTOR

Should the Contractor fail to comply with the orders of the County relative to any particular parts of the Work, the County may suspend Work on any or all parts of the Work until its orders respecting the particular parts are complied with. In case of such suspension, which shall be considered due to the fault of the Contractor, no extension of time shall be given and no allowance will be made for the expenses incurred by the Contractor during the suspension period.

8.4 SUSPENSION OF THE WORK FOR FAULT OF OTHER SEPARATE PRIME CONTRACTORS

If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of another Separate Prime Contractor, or by another Separate Prime Contractor's failure to act within the time specified in this Contract, or within a reasonable time if not specified, the County may, in its sole discretion, grant a time extension for any such delays by extending the time for completion of the Work, which extension shall constitute the exclusive remedy between the parties. Otherwise, Disputes with other Separate Prime Contractors is addressed in Article 13.5.

ARTICLE 9 - PAYMENTS

9.1 PAYMENTS

9.1.1 Performance by the Contractor in accordance with the requirements of the Contract Documents shall entitle the Contractor to payment by the County. Normally, payment for the Work will be made upon substantial completion and acceptance of the Work. However, when a contract exceeds \$25,000 and upon written request, partial payments may, at the discretion of the County, be made after completion of portions of the Work.

- 9.1.2 The County shall pay the Contractor according to the provisions of this Article for all items that appear on the application for payment and have been satisfactorily completed. Applications for payment will not be considered to be acceptable unless they meet all the requirements specified in the Specification, and as outlined elsewhere in the Contract Documents.
- 9.1.3 Before any application for payment can be submitted and/or approved, the Contractor shall submit to the County for its approval a detailed breakdown of the costs indicating a schedule of quantities and values for the items of Work included in the Contract, as required in the Specification.
- 9.1.4 The Contractor warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the County upon the receipt of such payment, free and clear of all terms, claims, security interests, or encumbrances. Such warrant and guarantee shall not relieve the Contractor from the sole responsibility for all material and Work upon which payments have been made, or the restoration of damaged Work, or waive the right of the County to require the fulfillment of the terms of the Contract.
- 9.1.5 The County may decline to approve any application for payment, or portion thereof, because of subsequently discovered evidence or subsequent inspections which may nullify the whole or part of any application for payment previously issued, to such extent as may be necessary to protect the County from loss because of:
- (1) defective Work not remedied,
 - (2) failure of the Contractor to make payments properly to subcontractors or for labor, materials, and equipment,
 - (3) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
 - (4) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or
 - (5) unsatisfactory execution of the Work by the Contractor.
- 9.1.6 Acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor against the County.

9.2 RETAINAGE

- 9.2.1 To ensure proper performance of the Contract, the County may retain from all partial payments an amount not to exceed ten percent (10%) of the amount due the Contractor until fifty percent (50%) of the Contract is completed. When the Contract is fifty percent (50%) completed, one half of the amount retained by the County shall be returned to the Contractor. However, the County or their representative must approve the reduction in retainage. The Contractor must be making satisfactory progress, and there must be no specific cause for greater withholding. The sum to be withheld from the Contractor after the Contract is fifty percent (50%) completed shall not exceed five percent (5%) of the value of the completed Work based on monthly progress payment requests. All money retained by the County may be withheld from the Contractor until substantial completion.
- 9.2.2 In the event a dispute arises between the County and any Separate Prime Contractor, which dispute is based upon increased costs claimed by one Separate Prime Contractor occasioned by delays or other actions of another Separate Prime Contractor, additional retainage in the sum of one and one-half 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 furnishes a bond satisfactory to the County to indemnify the County against the claim.
- 9.2.3 In absence of sufficient reason, within 20 days of receipt of payment of retainage, the Contractor shall pay all subcontractors with which it has contracted their earned share of the retainage payment the Contractor received.

9.3 WITHHOLDING OF PAYMENTS FOR DEFICIENCY ITEMS

- 9.3.1 A deficiency item is Work performed but which the County, one of the County's representatives, the Contractor, or another authorized inspector will not certify as being completed according to the Contract Documents.
- 9.3.2 The County may withhold from any and all partial payments, in addition to retainage identified in Article

9.2, a reasonable amount for a deficiency item. If the County withholds money for a deficiency item, the County shall notify the Contractor of the deficiency item within the timeframe specified in the Contract or 15 calendar days of the date that the application for payment is received.

- 9.3.3 The Contractor may similarly withhold money from any subcontractor who is responsible for any deficiency item, and must similarly notify the subcontractor, and the County, of the reason within 15 calendar days after receipt of the notice of the deficiency item from the County.

9.4 PROMPT PAYMENT

- 9.4.1 The County shall make payment, less any applicable retainage and withholdings, to the Contractor within 45 days of receipt of a proper application for payment. If payment is not made within 45 days, the County shall pay to the Contractor interest on the amount due in accordance with Commonwealth Code.
- 9.4.2 For the purposes of this Article, the contract between the Contractor and a subcontractor is presumed to incorporate the terms of the Contract between the Contractor and the County. When a subcontractor has performed in accordance with the provisions of the Contract, a Contractor shall pay to the subcontractor, and each subcontractor shall in turn pay to its subcontractors, the full or proportioned amount received for each such subcontractor's work and material, 14 days after receipt of a progress payment. Neither the County nor any of its representatives shall have any obligation to pay or to see the payment of any monies to any subcontractor except as may be otherwise required by law.
- 9.4.3 The County shall make a substantial completion inspection within 30 days of receipt of a request by the Contractor for such inspection. If the Work is substantially complete, the County shall issue a certificate of substantial completion and, upon receipt of a proper application for payment, make payment in full within 45 days except as provided for in Article 9.2, Retainage, less only one and one-half times the amount required to complete any then-remaining uncompleted minor items, which amount shall be certified by the County and, upon receipt by the County of any guarantee bonds which may be required, in accordance with the Contract, to ensure proper workmanship for a designated period of time. The certificate of substantial completion given by the County shall list in detail each uncompleted item and a reasonable cost of completion. Upon completion of the uncompleted items listed in the certificate of substantial completion, final payment of any amount withheld for the completion of the minor items shall be paid upon receipt of a proper application for payment.

ARTICLE 10 - COMPLETION AND ACCEPTANCE OF THE WORK

10.1 ACCEPTANCE OF THE WORK

- 10.1.1 An application for progress payment, a progress payment, or any partial or entire use or occupancy of the Project by the County shall not constitute an acceptance of any Work not in accordance with the Contract Documents.
- 10.1.2 The County may occupy or use any completed or partially-completed portion of the Work at any stage when such portion is so designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer, and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and the Contractor have accepted in writing the responsibilities assigned to each of them for payments, security, maintenance, heat, insurance, etc. Immediately prior to such partial occupancy or use, the County and the Contractor shall jointly inspect the area in order to determine and record the condition of the Work, and agree to the period for correction of this Work and as to the commencement of warranties.

10.2 NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

- 10.2.1 Neither the County nor its representatives shall be precluded or estopped by the measurements or approved applications for payment made or given by any of them or by any of their agents or employees, at any time, either before or after the completion and acceptance of the Work and payment thereof, from showing the true and correct amount and character of the Work performed and materials and equipment furnished by the Contractor. The County and/or its representatives may show at any time, that any such measurements or approved applications for payment are untrue or incorrectly made in any particular; or

- that the Work or materials, equipment or any parts thereof do not conform to the Contract Documents.
- 10.2.2 The County shall have the right to reject the whole or any part of the aforesaid Work or materials and equipment should the said measurements or approved applications for payment be found or be known to be inconsistent with the terms of the Contract, or otherwise improperly given. The County shall not be precluded or estopped, notwithstanding any such measurements or approved applications for payment in accordance therewith, from demanding and recovering from the Contractor or its Surety, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract Documents, or on account of any over-payments made on any approved applications for payment.
- 10.2.3 Neither the acceptance by the County or by any of its representatives, nor any certificate approved for payment of money, nor any payments for, nor acceptance of the whole or any part of the Work by the County, nor any extension of time, nor any position taken by the County or its employees, shall operate as a waiver of any portion of the Contract or any power herein reserved by the County or any right to damages. A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach.

10.3 CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK

- 10.3.1 Work performed under the Contract is subject to inspection by the County. The Contractor shall promptly correct all Work rejected by the County as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed, or completed. All defective or non-conforming Work shall be promptly removed from the site. The Contractor shall bear all costs of correcting such rejected Work, including any additional costs incurred by the County or its representatives and there shall be no extension of the Contract Time for correcting such rejected Work.
- 10.3.2 The Contractor shall bear the cost of making good all Work of other Separate Prime Contractors destroyed or damaged by such removal or correction.
- 10.3.3 If the Contractor does not remove such defective or non-conforming Work within the time fixed by written notice from the County, the County may, in accordance with Article 3.2, The County's Right to Carry Out the Work, remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the County may, upon ten (10) additional days written notice, sell such Work at auction or at private sale and, after deducting all the costs that should have been borne by the Contractor pursuant to the provisions of this Article, shall account for the net proceeds of the sale. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due to Contractor are not sufficient to cover such amount, the Contractor and/or the Contractor's Surety shall pay the difference to the County.
- 10.3.4 The obligations of the Contractor under this Article are in addition to and not in limitation of any obligations imposed upon the Contractor by special guarantees required by the Contract Documents or otherwise prescribed by law. Correction of defective Work in no way reduces or eliminates the Contractor's responsibilities under the Warranty provisions of the Contract.

10.4 UNCOVERING OF WORK

- 10.4.1 If a portion of the Work is covered contrary to the request of the County, it must, if required by the County, be uncovered for its observation, and replaced at the Contractor's expense without change in Contract Time.
- 10.4.2 If a portion of the Work has been covered which the County has not specifically requested to observe prior to being covered, the County may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the County. If the Work is not in accordance with the Contract Documents, the Work shall be removed and replaced by the Contractor, within the period specified by the County by written notice, at no additional cost to the County. The County may, upon failure by the Contractor to replace the nonconforming Work, have the Work removed and replaced at the Contractor's expense.

10.5 ACCEPTANCE OF NON-CONFORMING WORK

If the County elects to accept non-conforming Work, it may do so instead of requiring its correction or removal and replacement. If nonconforming Work is accepted, a change order shall be issued to reflect an appropriate reduction in the Contract Sum to reflect the actual cost reduction to the Contractor of the change in the Work, or, if the amount is determined after final payment, it shall be paid by the Contractor and/or its Surety. In any event, any costs of uncovering and recovering the Work shall be at the expense of the Contractor.

10.6 WARRANTY OF CONSTRUCTION

- 10.6.1 In addition to any other warranties in this Contract, the Contractor shall warrant, except as provided in Article 10.6.6, that Work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, design furnished, or workmanship performed by the Contractor or any of its subcontractors or suppliers at any tier.
- 10.6.2 This warranty shall be for a period of one (1) year starting at the date of substantial completion of the Work. If the County takes possession of any part of the Work prior to substantial completion, this warranty shall be for a period of one (1) year starting at the date the County takes possession, unless the County and the Contractor agree to another one-year period, or different one-year periods for different portions of the Work.
- 10.6.3 The Contractor shall remedy at the Contractor's expense any defect in the Work or failure to conform to Contract requirements. In addition, the Contractor shall remedy at the Contractor's expense any damage to County-owned or -controlled real or personal property, when that damage is the result of any defect or failure. In fulfilling the terms and conditions of this Article, the Contractor shall restore any Work damaged. And in doing so, the Contractor's warranty with respect to Work repaired or replaced will run for one (1) year from the date of repair or replacement.
- 10.6.4 The County shall notify the Contractor, in writing, within a reasonable time afterward, of the discovery of any failure, defect, or damage. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 10.6.5 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall obtain all warranties that would be given in normal commercial practice, require all warranties to be executed in writing, and enforce all warranties for the benefit of the County, if directed by the County. In the event the Contractor's one-year warranty has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 10.6.6 Unless a defect is caused by the negligence of the Contractor or any of its subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defect in County-furnished material or design, nor for the repair of any damage that results from any defect in County-furnished material or design.
- 10.6.7 This warranty shall not limit the County's rights with respect to latent defects, gross mistakes, or fraud.

ARTICLE 11 - PROTECTION OF PERSONS AND PROPERTY

11.1 SAFETY AND HEALTH

- 11.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety and health precautions and programs required under the Contract and relative to its portion of the Work. The Contractor shall take all reasonable precautions for the safety and health of, and shall provide all reasonable protection to prevent injury or illness to, all employees on the Work, and all other persons who may be affected thereby. The Contractor shall erect and maintain as required by existing conditions and progress of the Work, until the acceptance of the completion of its portion of the Project, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety and health regulations, and notifying owners and users of adjacent utilities.

- 11.1.2 The Contractor shall comply with Federal OSHA regulations and other applicable safety and health regulations, and ensure all subcontractors comply as well. The most stringent standard shall prevail.
- 11.1.3 The Contractor shall designate a qualified member of its organization at the site who shall be responsible for the safety and health program.

11.2 PROTECTION OF PROPERTY

The Contractor shall provide all reasonable protection to prevent the loss of or damage to property, including but not limited to:

- (1) any completed Work,
- (2) all the materials and equipment to be incorporated into the Work, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of its subcontractors, and
- (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, buildings, parts of buildings, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.3 PROTECTIVE ACTION

In any emergency affecting the safety or health of persons or the damage to or loss of property, the Contractor shall act, at its discretion, to prevent threatened damage, injury, illness, or loss, and report immediately such incidences to the County. Any additional compensation or extension of time requested by the Contractor because of emergency work shall be determined as provided for elsewhere in these General Conditions.

ARTICLE 12 - TERMINATION OF THE CONTRACT

12.1 TERMINATION FOR CONVENIENCE

- 12.1.1 The County may, at any time and for any reason, terminate this Contract for the convenience of the County.
- 12.1.2 Such termination shall be effective in the manner and at the time specified in such notice and shall be without prejudice to any claims that the County may have against the Contractor. Upon receipt of such notice from the County, the Contractor shall immediately discontinue all Work and the placing of all orders for materials, equipment, facilities, and supplies in connection with the performance of this Contract. The Contractor shall cancel promptly all existing orders and terminate Work under all subcontracts so far as such orders and Work are chargeable to this Contract. The Contractor shall take such measures for the protection of the property of the County as may be directed by the County.
- 12.1.3 Upon termination of this Contract, as provided by this Article, full and complete adjustment and payment of all amounts due the Contractor arising out of this Contract, as determined by an audit conducted by or for the County, as soon as practicable after such termination, shall be made as follows.
 - a. The County shall reimburse the Contractor for all costs incurred to date of termination, including reasonable overhead and expenses incurred in the performance of this Contract, less amounts previously paid.
 - b. The County shall also reimburse the Contractor for all costs to which the Contractor has been subjected or is legally liable for by reason of the termination of this Contract, including reasonable costs related to cancellation of orders, termination of subcontracts, etc.
 - c. The County shall also reimburse the Contractor for the reasonable cost of providing protection of the property of the County as directed by the notice of termination.
 - d. The Contractor shall not be reimbursed for any loss of anticipated profits associated with the unfinished portion of the Contract.
 - e. The sum total of the payments made under Article 12.1.3 shall not exceed the total Contract Sum, less payments previously made.
 - f. Title to all property accruing to the County by reason of the termination of this Contract shall immediately vest in the County, and the Contractor shall execute and deliver to the County all papers necessary to transfer title.
 - g. The County or its representative shall be afforded full access to all books, correspondence, data, and

papers of the Contractor relating to this Contract in order to determine the amount due.

h. Disputes as to the sum payable to the Contractor shall be settled in accordance with Article 13, Disputes.

12.2 TERMINATION FOR DEFAULT OF THE CONTRACTOR

- 12.2.1 If the Contractor persistently or repeatedly refuses or fails to supply enough properly-skilled workmen or proper materials, or persistently disregards laws, ordinances, rules, regulations, or orders of the County or of any public authority having jurisdiction, or fails to proceed as directed by the County, or performs the Work unsuitably, or neglects or refuses to remove materials or replace rejected Work, or fails to make satisfactory progress toward timely completion of the Work, or discontinues the prosecution of the Work without approval of the County, or otherwise is guilty of a substantial violation of a provision of the Contract, then the County may, without prejudice to any of its other rights or remedies, give the Contractor and its Surety written notice that the Contractor has seven (7) days from the date of the County's notice to cure the default set forth in the notice.
- 12.2.2 The discretion to declare the Contractor in default is solely the County's, and no party, whether bound by agreement to the County or attempting to raise a third party relationship, which this Contract specifically precludes, has standing to raise the failure of the County to exercise its discretion, if default is the basis of a claim against the County.
- 12.2.3 Should the Contractor fail to cure said default within the specified time, the County may terminate the Contract between the County and the Contractor and may take possession of the site and of all completed Work and any materials for which the County has already paid, and may finish the Work by whatever method it may deem expedient.
- 12.2.4 The Contractor is not entitled to receive any further payment until the Work is finished. In any case the Contractor shall be entitled to payment for Work satisfactorily completed by the date of termination, and for any materials already on site and for which the County has taken possession. However, if the unpaid balance of the Contract sum is less than the cost of finishing the Work, including compensation for the Professional's additional services, reasonable and necessary costs of reprocurement, and any other damages which the County has incurred in accordance with the Contract, the Contractor or the Surety or both shall be liable to the County for the difference. Disputes as to the sum payable or due shall be settled in accordance with procedures in Article 13, Disputes.
- 12.2.5 In the event the County wrongfully terminates the Contract such termination shall be considered a Termination for Convenience.

ARTICLE 13 - DISPUTES

13.1 DISPUTES BETWEEN THE CONTRACTOR AND THE COUNTY

- 13.1.1 This Article applies to any dispute, disagreement, question, or other matter between the Contractor and the County arising under or by virtue of this Contract. Such matters shall be initiated as a written claim, meaning a written demand or assertion seeking, as a matter of right, interpretation of the Contract terms, conditions, or requirements, or adjustment of the Contract Sum and/or Contract Time, or other relief with respect to the Contract.
- 13.1.2 Claims shall be processed as called for in this Article, until resolved or waived.
- 13.1.3 The Contractor shall diligently carry on the Work and maintain the progress schedule during the Disputes process, including Court of Common Pleas proceedings, if any, unless otherwise agreed to in writing by the Contractor and the County.
- 13.1.4 At any step in the County's process, the Contractor's failure to submit a timely written request for the next step shall constitute the Contractor's waiver of the claim.
- 13.1.5 The Disputes processes in the Article, and claims introduced under them, shall survive Contract termination.

13.2 PROCEDURES

13.2.1 Step 1, Project Manager's Determination

Contractor's Written Request. The Contractor shall submit, in writing to the County Purchasing Department, a request for a determination on a claim. The request must be submitted not later than 21 days after occurrence of the event giving rise to the claim, or not later than 21 days after the Contractor first recognizes the condition giving rise to the claim, whichever is later.

Purchasing Department's Written Determination. The County Purchasing Office will render the County's Initial Written Determination within 14 days. If this Determination is not acceptable to the Contractor, the Contractor may proceed with Step 2. If the County Solicitor fails to issue an Initial Written Determination within 14 days, the request for a determination on the claim shall be deemed denied and the Contractor may proceed with Step 2.

13.2.2 Step 2, Contracting Officer's Pre-Claim Conference and County's Final Written Determination

Contractor's Written Request. The Contractor shall submit, in writing to the County Solicitor, a request for a County's Final Written Determination on the claim. The request must be submitted not later than 7 days after receipt of the County's Initial Written Determination, or deemed denial of the Initial Written Determination, whichever is later.

Pre-Claim Conference. The Solicitor will hold a Pre-Claim Conference with the Contractor to discuss the claim within 21 days of receipt of the request for the County's Final Written Determination. If the County Contracting Officer fails to hold a Pre-Claim Conference within the time frame set forth in this Article, the request shall be deemed denied and the Contractor may proceed with Step 3.

Final Written Determination. The Solicitor will render the County's Final Written Determination within 14 days after the Pre-Claim Conference. If this Determination is not acceptable to the Contractor, the Contractor may proceed to file under 13.3.1. If the Solicitor fails to issue a Final Written Determination within 14 days of the Pre-Claim Conference, the request shall be deemed denied and the Contractor may proceed to file under 13.3.2.

13.3 THIRD PARTY REVIEW RIGHTS

13.3.1 Arbitration. If the County issues a final determination pursuant to Section 13.2.2 of this Contract and specifies that any appeal of that decision will be handled by binding arbitration, Contractor agrees to waive any other judicial rights that may be available. If the County fails to include direction relating to arbitration in its determination, Contractor may file in the Court of Common Pleas pursuant to Section 13.3.2.

13.3.2 Court of Common Pleas of Montgomery County. Any judicial actions filed by the Contractor must be filed in the Court of Common Pleas of Montgomery County Pennsylvania.

13.3.3 Federal Courts. In the event that the Federal Courts have jurisdiction over a dispute brought by the Contractor against the County, the Contractor agrees that the Third Circuit Court located in Philadelphia shall be the proper venue.

13.4 DISPUTES BY THE COUNTY AGAINST THE CONTRACTOR

The County reserves its right to assert a claim against the Contractor in any court of proper jurisdiction.

13.5 DISPUTES BETWEEN CONTRACTORS

13.5.1 The County shall have no obligation to any third parties for any claim, nor be a party to any claims, disputes, or actions between Separate Prime Contractors, or between Separate Prime Contractors and subcontractors; nor shall such claims, disputes, or actions be subject to Board of Claims proceedings.

13.5.2 Should the Contractor, either directly or by the Contractor's subcontractors, or their respective agents, servants, or employees, cause damage or injury to the property or Work of any other Separate Prime Contractor, or their subcontractors, or by failing to perform the Contractor's Work (including the Work of the Contractor's subcontractors) hereunder with due diligence, delay any other Separate Prime Contractor, who shall suffer additional expense or damage thereby, the parties involved in such dispute shall settle by agreement or arbitrate said dispute by referring same to the American Arbitration Association. Said dispute shall be determined pursuant to the construction industry arbitration rules of the American Arbitration Association then in effect. Notice of the demand for arbitration shall be filed in

writing with the other Separate Prime Contractors and with either the Northeast Regional Office of the American Arbitration Association, and a copy shall be filed with the County. The demand for arbitration shall be made within a reasonable time after the dispute has arisen.

- 13.5.3 Disputes between Separate Prime Contractors shall not delay completion of the Work, which shall be continued by the parties, subject to the rights herein before provided. The intent of this clause is to benefit the other Separate Prime Contractors on the Project or related projects and to serve as an indication of the mutual intent of the County and the Contractor that this clause raise such other Separate Prime Contractors to the status of third party beneficiaries only as to the terms and conditions of this Article. These provisions are provided as a benefit to the Contractor and they specifically exclude claims against the County for delay or other damages.

ARTICLE 14 - MISCELLANEOUS PROVISIONS AND LEGAL MATTERS

14.1 INTEGRATION

This Contract contains all the terms and conditions agreed to by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement exist.

14.2 JURISDICTION

Any legal action arising from the terms and conditions of this Contract shall be litigated pursuant to the laws of the Commonwealth of Pennsylvania and the Court of Common Pleas of Montgomery County.

14.3 ASSIGNMENT

This Contract shall be binding on the parties hereto, their heirs, executors, administrators, successors, and assigns, but it may not be assigned by the Contractor without the prior written consent of the County.

14.4 ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the County recognize that in actual economic practice, overcharges by the Contractor's suppliers, resulting from the violations of State or Federal anti-trust laws are, in fact, borne by the County. As part of the consideration for the award of this Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title and interest in and to any claims the Contractor now has, or may hereafter acquire, under State or Federal anti-trust laws relating to the goods or services which are the subject of this Contract.

14.5 LIENS

- 14.5.1 In accordance with applicable Pennsylvania Mechanics' Lien Law of 1963, as amended, (49 P.S. § 1303), the parties hereto hereby specifically waive the right to file any mechanics or other lien or claim for Work done or material furnished in or about the performance of this Contract, and it is hereby expressly agreed that no such claim or claims shall be filed by anyone and that the Contractor shall not file nor permit any subcontractor, material man, mechanics or other person under him to file, nor shall any such contractor, subcontractor, material man or other person file, any mechanics or other lien or claim for Work done or material furnished in or about the performance of this Contract against the County, the Commonwealth of Pennsylvania, and/or the ground upon which the structure or Work herein provided for is erected or done, or against any structure thereon erected or to be erected, or against any structure or property whatsoever covered by the Contract.
- 14.5.2. Any person, co-partnership, association, or corporation furnishing labor, material, equipment or renting equipment or rendering public utility services in connection with performance of this Contract shall have a right of action to recover the cost thereof from the Contractor and the Surety on the bond given to secure the payment for such labor, material, equipment or equipment rental and services rendered by public utility as though such person or corporation had been named as obligee in such bond; subject to the provisions of the Commonwealth Procurement Code, if applicable.

14.6 NO THIRD PARTY RIGHTS

The Contractor shall indemnify and hold harmless the County and the Commonwealth of Pennsylvania against any costs incurred by the County or the Commonwealth of Pennsylvania (including without limitation amounts paid pursuant to judgments or settlements and as counsel fees) in consequence of any claim by a third party against the County or the Commonwealth of Pennsylvania, including without limitation any claim by an employee of the County, the Commonwealth of Pennsylvania, the Contractor, or a subcontractor, and any claim by a subcontractor or another contractor, whether filed before or after final payment, based on actual or alleged damage to or destruction of property or injury to persons allegedly caused by the Contractor, or any subcontractor, or by their respective employees, in connection with the Work. The County shall promptly notify the other party of the assertion of any claim against which the County or the Commonwealth is held harmless pursuant to this condition, shall give such other party the opportunity to defend any such claim, and shall not settle any such claim without the approval of the indemnifying party.

14.7 HOLD HARMLESS

- 14.7.1 The Contractor shall indemnify and hold harmless the County, and their agents and employees, from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, including any and all design work performed by or for the Contractor, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any one directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 14.7.2 In any and all claims against the County, or against any of their agents or employees, by any employee or the Contractor, any subcontractor, any one directly or indirectly employed by any of them, or any one for whose acts any of them may be liable, the indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 14.7.3 The obligations of the Contractor under this Article shall not extend to the liability of the Construction Manager, the Professional, or any other representative of the County, or any of their agents or employees, arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of, or the failure to give, directions or instructions by the Construction Manager or the Professional, or their agents or employees, provided such giving, or failure to give, is the primary cause of the injury or damages. In addition to the foregoing indemnity obligation, Contractor shall indemnify the County for any and all costs associated with establishing or enforcing this indemnity obligation.

14.8 TAX LIABILITY AND OFFSET

- 14.8.1 The Contractor, by execution of this Contract, certifies that it has no outstanding tax liability to the Commonwealth of Pennsylvania or the County of Montgomery; authorizes the Department of Revenue to release information related to its tax liability to the County; and authorizes the County to set off any State and local tax liabilities of the Contractor or any of its subsidiaries, as well as any other amount due to the County from the Contractor, not being contested on appeal by the Contractor, against any payment due to the Contractor under an agreement with the County.
- 14.8.2 The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the County in entering the Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, the County may find the Contractor in default and terminate the Contract. Such erroneous certification may also be grounds for initiation of civil or criminal proceedings.

14.9 DEBARMENT OR SUSPENSION

The County shall recommend debarment or suspension action against the Contractor whenever there is substantial evidence that a cause for debarment or suspension.

14.10 CONTRACTOR RESPONSIBILITY

14.10.1 For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the County of Montgomery (County). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) As a condition of performing work on a public works contract, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification.
- (b) The Contractor Responsibility Certification shall be completed on a form provided by the County and shall reference the project for which a bid is being submitted by name, the solicitation number and contract or project number.
- (c) In the Contractor Responsibility Certification, the construction manager, general contractor, or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:
 - (1) The firm and its employees shall have all valid, effective licenses, registrations, certificates, or other credentials required by federal, state, county, or local law, including, but not limited to, licenses, registrations or certificates required to: (a) do business in the designated locale; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations, or certificates for any type of construction or maintenance trade work or specialty work that the firm proposes to self-perform.
 - (2) The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications, as well as applicable insurance requirements for the contract including general liability insurance, workers compensation insurance and unemployment insurance.
 - (3) The firm has not been debarred or suspended by any federal, state, or local government agency or authority in the past three (3) years.
 - (4) The firm has not defaulted on any project in the past three (3) years.
 - (5) The firm has not had any type of business, contracting or trade license, registration, or other certification revoked or suspended in the past three (3) years.
 - (6) The firm and its Principals/Owners have not been convicted of any crime relating to its contracting business in the past ten (10) years.
 - (7) Within the past three years, the firm has not been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$5,000 or more.
 - (8) The firm will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement and shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training or shall use qualified subcontractors to meet this requirement.
 - (9) The firm will pay all craft employees on the project, at a minimum, the applicable wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with 43 PA. CONS. STAT. § 165-1 *et. seq.*
 - (10) The firm will ensure that all craft labor it employs on the project will have completed, prior to working on the project, the OSHA 10-hour training course for safety established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one (1) person on the project has completed the OSHA 30-hour construction training course established by the U.S. Department of Labor.
 - (11) The firm participates in a bona fide apprenticeship program, as defined below, for each separate trade or classification in which it employs craft employees.

- A. A bona fide apprenticeship program is an apprenticeship program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five (5) years. This may be an apprenticeship program subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* ("ERISA"), or a non-ERISA program.
 - B. To demonstrate compliance, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a bona fide apprenticeship program.
- (12) The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers on the project shall be comprised of either journey person workers who have successfully completed a bona fide apprenticeship program as in above paragraph (11) or apprentices registered in such programs. The apprenticeship participation must be in the same trade or craft for which the workers are employed on the project.
- (13) The firm shall assign craft labor personnel only work in the craft or trade in which they are employed.
- (14) The firm has all other technical qualifications and resources, including equipment, personnel, and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors.
- (15) The firm shall notify the County within seven (7) days of any material changes in its operation that related to any matter attested to in this certification.
- (16) The firm understands that the Contractor Responsibility Certification required shall be executed by a person who has sufficient knowledge to address all matters in the certification and shall include an attestation stating, under penalty of perjury, that the information submitted is true, complete, and accurate to the best of the person's knowledge.
- (d) Execution of the Contractor Responsibility Certification required shall not establish a presumption of contractor responsibility, and the County may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including information regarding the firm's technical qualifications, financial capacity or other resources and performance capabilities. The County may require that such information be included in a separate Statement of Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.
- (e) The submitting firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information.
- (f) If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach an appendix to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.
- (g) If a firm fails to provide a Contractor Responsibility Certification, it shall be disqualified from bidding. No action of any nature shall lie against the County because of its refusal to accept a bid for this reason

14.11 NONDISCRIMINATION/SEXUAL HARASSMENT

14.11.1 The Contractor agrees:

- a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- c. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- d. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the County, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- g. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the County if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- h. The County may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

14.12 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee (excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business). For breach or violation of this warranty, the County shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of such commission, percentage, or contingent fee.

14.13 AMERICAN WITH DISABILITIES ACT

- 14.13.1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act (28 C.F.R. 35.101 et seq.), no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination (28 C.F.R. 35.130), and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the County through contracts with outside contractors. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. Contractor will comply, and all of its subcontractors will comply, with the nondiscrimination requirements of the Civil Rights Act of 1870; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; Regulations implementing Sections 799A and 845 of the Public Health Service Act, 45 C.F.R. Part 83; the Age Discrimination Act of 1975; and 45 C.F.R. Parts 83, 84, 86, and 90, as well as any other applicable federal nondiscrimination statutes and regulations. Specifically, Contractor must provide foreign language interpreters and translated documents to limited English proficient participants in compliance with Title VI of the federal Civil Rights Act, and sign language interpreters to deaf or hard of hearing participants in compliance with the Americans with Disabilities Act.
- 14.13.2 The Contractor shall be responsible for and agrees to indemnify and hold harmless the County from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the County as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

14.14 RECYCLED MATERIALS

- 14.14.1 In accordance with Section 108, Recycled Materials, of the Commonwealth Procurement Code (62 P.S. § 108), all insulation products incorporated into the Project shall contain the following minimum percentages, by weight, of postconsumer recovered paper or recovered material:
- | | |
|--|----------------------------------|
| Cellulose Loose-Fill Spray-On | 5 % Postconsumer Recovered Paper |
| Perlite Composite Board | 23% Postconsumer Recovered Paper |
| Plastic Rigid Foam, Polyisocyanurate/Polyurethane: | |
| Rigid Foam | 9% Recovered Material |
| Foam In-Place | 5% Recovered Material |
| Glass Rigid Foam | 6% Recovered Material |
| Phenolic Rigid Foam | 5% Recovered Material |
| Rock Wool | 50% Recovered Material |
- "Postconsumer Recovered Paper" is defined as "any paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards and used cordage; as well as all paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste."
- "Recovered Materials" is defined as "waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process."
- 14.14.2 The Contractor may be required to provide to the County documentation of such content.

14.15 TRADE PRACTICES ACT

- 14.15.1 The Contractor shall comply with the requirements of the Trade Practices Act (71 P.S. § 773.101, et seq.). The Act prohibits the County from specifying, purchasing, or permitting to be furnished or used, in any public works, aluminum or steel products made in a foreign country which has been determined as "discriminating" by the Commonwealth.

14.15.2 Aluminum or Steel Products means aluminum or steel products rolled, formed, shaped, drawn, extruded, forged cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from aluminum or steel not made in the United States.

14.15.3 The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain aluminum and steel products made in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

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

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

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

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

14.16 STEEL PRODUCTS PROCUREMENT ACT

14.16.1 The Contractor shall comply with the requirements of the Steel Products Procurement Act (73 P.S. 1881, et seq.). The Steel Products Procurement Act requires that any steel products being used or supplied in the performance of the Contract must be "steel products" as defined in the Act.

14.16.2 Steel Products are considered to be products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.

a. Includes cast iron products.

b. Includes machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery; except electrical), and 37 (transportation equipment) and made of, fabricated from, or containing steel components.

c. Does not include steel products which will not be incorporated into the Project (i.e., tools – hammers/wrenches); scaffolding used to construct the Project and removed after completion; and trailers used as offices by contractors and removed after completion of the Project.

d. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of Public Law §§ 97-424 (96 Stat. 2136).

e. County vs. Product. Each "product" in the County is identified as a separate and distinct steel product. When the County's design specifies trade names, catalog numbers, and manufacturers for materials and equipment, they are provided for the purpose of establishing a standard of quality, performance, and appearance, and for establishing a standard of competitive bidding. The use of such descriptive information will not relieve the Contractor with compliance with all respects of the Act.

14.16.3 Origin of Steel.

a. If the product contains 100 percent United States manufactured steel, it is a "steel product" under the Act, no matter where the non-steel components of the product are manufactured.

b. If the product contains 100 percent steel manufactured in a foreign country, its acquisition is prohibited.

c. If the product contains both foreign and United States manufactured steel (no matter how little or how much of each), the product shall be determined to be a United States steel product if at least 75 percent of the total cost of the articles, materials, and supplies have been mined, produced, or manufactured in the United States.

14.16.4 If 100 percent of the steel product is identifiable (i.e., stamped United States Steel), then the Contractor shall submit certification documentation. If the steel product is unidentified, the Contractor shall provide documentation including, but not limited to: invoices, bills of lading, and mill certification. The County is

authorized to withholding payments until the documentation or certification has been provided. If payments have been made but should not have been made because of noncompliance, the County or the Commonwealth Attorney General may recover the payments directly from the Contractor, subcontractor, or manufacturer who did not comply. Additionally, any person who willfully violates the Act shall be prohibited from submitting bids or performing work for the Commonwealth for five years.

- 14.16.5 The Steel Products Procurement Act requirement may be waived by the County when the County determines that steel products are not produced in the United States in sufficient quantities to meet the requirements of the Contract and/or when the product appears on the Department of General Services' annual Final List of Exempt Machinery and Equipment Steel Products.

14.17 ENVIRONMENTAL QUALITY CONTROL

- 14.17.1 All Prime Contractors and their subcontractors shall perform the Work in a manner that shall minimize the possibility of air, water, land, and noise pollution.
- 14.17.2 Each Prime Contractor shall comply with all statutes and regulations, as amended, concerning environmental quality control administered by the Department of Environmental Protection, including but not limited to:
- Clean Streams Law
 - Pennsylvania Sewage Facilities Act
 - Air Pollution Control Act
 - Surface Mining Conservation and Reclamation Act
 - Bituminous Coal Open Pit Mining Conservation Act
 - Dams and Encroachments Act
 - Water Well Driller's Act
 - Water Works Act and Atomic Energy Act
- 14.17.3 The Contractor shall be solely responsible for securing all required permits and for any violations.
- 14.17.4 Storage, collection, transportation, processing, and final disposal of solid waste shall be in accordance with regulations and standards of the Commonwealth Department of Environmental Protection (DEP). Immediately upon notice of award of the Contract the Contractor shall apply for the necessary permits from DEP. A copy of this permit must be submitted to the County before commencing waste disposal.

14.18 PA E-VERIFY

- 14.18.1 The Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act ('the Act'), which requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify County (EVP) to ensure that all employees performing work on public work projects are authorized to work in the United States. The Department of General Services' (DGS) Public Works Employment Verification Compliance Program is responsible for the administration, education, and enforcement of the Act. Information on the Act and DGS' program are available on this DGS web site: <https://www.dgs.pa.gov/Design-and-Construction/Public-Works-Employment-Verification/Pages/default.aspx>
- 14.18.2 This Contract falls under the Act and the associated DGS compliance program. Contractors shall comply with all requirements of the Act, and also require each of their subcontractors to comply.
- 14.18.3 Subcontracts between a public works contractor and its subcontractors shall contain notification of the applicability of the Act, information regarding the use of the EVP, and reference to DGS' website at www.dgs.pa.gov to obtain a copy of the required Commonwealth of Pennsylvania Public Works Employment Verification Form. Additionally, Contractors shall require each of their subcontractors to sign and submit to the County, prior to that subcontractor performing work at the project site, the Commonwealth of Pennsylvania Public Works Employment Verification Form.
- 14.18.4 The Commonwealth of Pennsylvania Public Works Employment Verification Form is available on DGS' web site and/or through the university.

14.19 RIGHT TO KNOW LAW

- 14.19.1 Unless otherwise determined by a Pennsylvania appellate court subsequent to the execution of this Contract, the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"), applies to this Contract.

- 14.19.2 Unless the Contractor provides the County, in writing, with the name and contact information of another person, the County shall notify the Contractor if the County needs the Contractor's assistance in connection with a request made under the RTKL. The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.
- 14.19.3 Upon notification to the Contractor that the County has received a request for the Contractor's records under the RTKL (the "Requested Information"), the Contractor agrees to assist the County in responding to the request. Such assistance shall include providing the County, within three (3) days, with copies of any Requested Information in the Contractor's possession that the Contractor deems a Public Record, as that term is defined in the RTKL, or otherwise notify the County that the Requested Information is not a Public Record. If the Contractor is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, the Contractor agrees to timely notify the County that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If the Contractor makes a determination the Requested Information is within the scope of the RTKL but fails to provide the Requested Information to the County within the period specified in this provision, the failure shall be considered an event of default and the Contractor shall pay, indemnify, and hold the County harmless for any damages, penalties, detriment, or harm that the County may incur as a result of the Contractor's failure.
- 14.19.4 The Contractor's determination as to whether the Requested Information is a Public Record is dispositive of the question as between the parties. The Contractor agrees to provide information and/or to appear before the Office of Open Records or Pennsylvania Courts in support of the County's denial of access to a record the Contractor determined was not a Public Record. The Contractor agrees to indemnify the County for any court costs, attorneys' fees, or civil penalties awarded against the County under the RTKL in connection with the Contractor's denial of access to Requested Information.
- 14.19.5 If in the course of this Contract, the County is provided with information the Contractor clearly identifies as a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the County agrees to abide by the terms of Section 707 of the RTKL and timely provide the Contractor with notice of a request for this information and allow the Contractor the ability to respond, as provided by the RTKL. The Contractor reserves all rights and remedies as allowed by law relating to the County's unauthorized disclosure of the Contractor's Trade Secret or Confidential Proprietary Information. This provision shall not be construed to limit the sovereign immunity of the County.
- 14.19.6 The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- 14.19.7 The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records after timely appeal to the Pennsylvania Courts.

14.20 LABOR-MANAGEMENT RELATIONS

- 14.20.1 All employees performing work under this contract shall be paid at least the applicable prevailing wages for the respective occupation classifications designated, as set forth in the minimum wage schedule attached, for the applicable part of the specification. The contractor shall post the general prevailing minimum wage rates for each craft and classification involved, as determined by the secretary, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, or at such place or places as are used by them to pay workmen their wages.
- 14.20.2 All work under this contract must be done in compliance with applicable labor laws.
- 14.20.2 All employees performing work under this contract and their families shall be provided comprehensive health and hospitalization benefits.
- 14.20.3 All firms performing work under this contract must provide a Bona Fide Apprenticeship program. A Bona Fide Apprenticeship program shall be approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training or the Commonwealth of Pennsylvania for each apprenticeable trade or occupation represented in their workforce, and must have graduated apprentices for at least three years prior to the award of this Contract.
- 14.20.4 All firms performing work under this contract, whether a prime contractor, a sub-contractor, or any firm operating under any other type of arrangement must provide documentation of compliance with all the

terms listed under this Section within five (5) days upon request.

- 14.20.5 Contractor should include all provisions listed under this Section in any sub-contracting agreements. If that is not possible, a signed addendum or memorandum of understanding must, upon request, be entered into before the sub-contractor is allowed to start work.
- 14.20.5 Any firm or contractor that cannot provide the documentation required under this paragraph for its sub-contractors will, upon request, be required to replace that sub-contractor at no additional cost to the County.

ARTICLE 15 - INSURANCE

15.1 CONTRACTOR'S LIABILITY INSURANCE.

- 15.1.1 The Contractor, during the progress of the Work and until the acceptance of all on-site physical work, change order work, and/or demobilization, shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations by itself or by any Subcontractor:

1. Claims under Worker's Compensation Disability Benefit and other similar employee benefit Acts; and
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; and
3. Claims for damages because of bodily injury, sickness or disease, or death, of any person other than its employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

- 15.1.2 The insurance required by this Article shall be written for not less than standard industry amounts, as specified in the specification, or required by Law.

- 15.1.3 Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of on-site work. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled or changed until at least ninety (90) calendar days written notice has been given to the County. Renewal certificates must be provided to the County prior to the expiration of the prior policy as stated on the certificate. The insurance certificate shall also name the County of Montgomery, the Construction Manager if there is one on the project and the Professional as additional insureds.

- 15.2 **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCES.** The Contractor's comprehensive general liability insurance shall be in an amount not less than \$1,000,000 per occurrence, including accidental death, to any person and subject to the same limit for each occurrence, and in an amount not less than \$2,000,000 in the aggregate. This policy must list general aggregate and completed operations aggregate. This policy shall not have any exclusion for explosion, underground, or collapse (XC&U). The Contractor's property damage liability insurance shall be in an amount not less than \$2,000,000 for each occurrence.

A. For Subcontractors, the Contractor shall either:

1. Require each of its Subcontractors to procure and to maintain Subcontractors' comprehensive general liability, automobile liability, and property damage liability insurance of the type and in the same amounts as specified in this subsection for the life of its subcontract and/or until the acceptance of all of its on-site physical work, change order work, and/or demobilization;

OR

2. Insure the activity of its Subcontractors in its own policy.

B. If required by the specification, by law, or if generally accepted practice would deem it necessary, the Contractor's and its Subcontractors' liability insurance shall include additional riders providing for adequate protection against the indicated special hazards (e.g., blasting, flooding, underpinnings, etc.).

- 15.3 **PROPERTY INSURANCE.** The Contractor shall, until all physical on-site work is complete, including change

order work, punch list work, demobilization or seasonal work, maintain insurance on all insurable work included in the Contract against loss or damage by fire and lightning and those perils covered by the extended coverage endorsement. Insurable work includes work both interior and exterior of any building being constructed. The insurance (which must include Builder's Risk Insurance or an installation floater that covers all risks) must have policy limits which meet the full insurable value of the interests of the County or entity owning the property where the work is being done. The Contractor and all subcontractors are required to produce certificates of insurance if requested.

- 15.4 **UNACCEPTABLE SURETY OR INSURANCE COMPANY.** If the surety on the bonds or the insurance company providing the required coverage becomes unsatisfactory to the County, the Contractor must promptly furnish such additional security or insurance coverage as may be required to protect the interest of the County. The Contractor shall, from time to time, furnish the County, when requested, satisfactory proof of coverage of each type of Bond and/or insurance required. Failure to comply with this provision shall result in the cessation of the Work, and shall be sufficient grounds to withhold any further payments due the Contractor and/or to declare the Contractor in default. The County will not consider any claim for an Extension of Time, costs, or damages because of time lost due to such instance brought by the noncompliant Contractor. The noncompliant Contractor shall be responsible for damages incurred by other Prime Contractors in accordance with these General Conditions.
- 15.5 **Pennsylvania Data Privacy.** The Contractor shall comply with all state and federal data breach notification laws, including but not limited to the Commonwealth of PA Breach of Personal Information Notification Act (73 P.S. § 2301 et seq., as amended by Act 151 of Nov. 3, 2022, P.L. 2139)

Resolution No. _____

**CONTRACT
FOR
CONSTRUCTION SERVICES**

THIS CONTRACT for the emergency provision of the **CONSTRUCTION SERVICES** ("Contract") is entered into this _____ day of _____, 202__, by and between the County of Montgomery ("County"), and _____ ("Contractor") in an amount not to exceed \$_____.

WHEREAS, The County requested quotes for **CONSTRUCTION SERVICES**; and

WHEREAS, Contractor submitted a Quote in response to the County's request; and

WHEREAS, the County Commissioners determined that Contractor's Quote was the lowest cost that was both responsive and responsible and selected Contractor for award for the **CONSTRUCTION SERVICES**; and

WHEREAS, County and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **CONSTRUCTION SERVICES** to the County.

WHEREAS, County and Contractor have negotiated this Contract as their final and entire agreement in regard to providing the **CONSTRUCTION SERVICES** to the County.

NOW THEREFORE, intending to be legally bound hereby, County and Contractor agree as follows:

1. The Term of this contract shall be for one (1) year.
2. The County's Standard Terms and Conditions contained in Exhibit A shall apply to this contract.
3. Contractor shall, in accordance with the terms and conditions of this Contract, provide **CONSTRUCTION SERVICES** to the County as more fully defined in the attached Statement of Work, attached hereto as Exhibit B.
4. Contractor agrees to provide the **CONSTRUCTION SERVICES** at the price listed in its Quote, which is attached hereto as Exhibit C.

5. The Contract between the parties is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
- a) This Contract document;
 - b) The Standard Contract Terms and Conditions contained in Exhibit A;
 - c) The Statement of Work contained in Exhibit B; and,
 - d) The Contractor's Quote contained in Exhibit C.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Contract the day and year first above written. Execution by the County will be as described in the Standard Contract Terms and Conditions.

COUNTY OF MONTGOMERY (SEAL)

.....
Montgomery County Chief Operating Officer

Approved as to Form:

.....
County Solicitor

.....
Contractor

(x)
.....
Contractor Co-Partner

(x)
.....
Witness to Principal

Appendix A

SUBMISSION FORMS

The following forms must be submitted and uploaded with the proposal. Failure to include these forms may lead to rejection of the proposal as non-responsive. Each form must be signed by a person authorized to bind the company. Electronic signatures are acceptable.

PUBLIC DISCLOSURE STATEMENT

Provide a YES or NO answer to the following three (3) questions. If you responded "yes" to any question, please explain (responding "yes" does not necessarily disqualify you from doing business with the County).

In the past five (5) years,

1. Has your firm referred any business (whether or not compensated) or otherwise had any financial dealings with any County elected official or County officer?
2. Have any officers or principals of your firm engaged in any dealings of a financial or personal nature with any County elected official or County officer?
3. Have any officers or principals of your firm been solicited for a campaign contribution by or on behalf of any County elected official or County officer?

☐ Confirm that you will comply in all respects with the Pennsylvania Public Official and Employees Ethics Act. 65 Pa.C.S.. § 1101 et seq.

Signature & Date

Typed/Printed Name

Title

CERTIFICATION AND REPRESENTATIONS OF OFFERORS

1. Certification of Eligibility

- a. The bidder certifies that neither the offeror, nor any person or firm which has an interest in the proposal or the offeror's firm:
 - (1) Has been suspended, debarred or otherwise restricted by the County or any Department or Agency of the Federal Government or of any State Government from doing business with such County, Department, Agency or State for the period beginning 5 years prior to the date of this certification;
 - (2) Has experienced default or noncompliance under any contract with any governmental agency with which it has contracts for the period beginning 10 years prior to the date of this certification; or
 - (3) Has unresolved findings raised as a result of federal, state or local government audits, or any other governmental investigations concerning the offeror or any person or firm which has an interest in the offeror's firm under any of the offeror's contracts;
 - (4) Has defaulted on an obligation covered by a bond, and has not been the subject of a claim under any fidelity bond.
 - (5) Has been found by the Commonwealth of Pennsylvania to be in noncompliance with any applicable civil rights laws.
 - (6) Is a County Commissioner, County employee, or otherwise prohibited or limited by law from contracting with the County.
 - (7) Has been convicted of a felony and is not presently the subject of a complaint or indictment charging a felony. (A felony is any offense punishable by imprisonment for more than one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less.)
 - (8) Has been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. If offeror has been convicted of any act prohibited by State or Federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, offeror should attach an explanation of the circumstances surrounding that conviction.
- b. Statements above to which the offeror cannot certify (if any) have been deleted by striking through the words with a pen. The offeror has initialed each deletion (if any) and has attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which qualify the offeror as a responsible offeror for participation in this project.
- c. The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the

offeror knowingly rendered an erroneous certification, the contract may be terminated for default.

2. Contingent Fee Representation and Agreement

- a. The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
 - (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
 - (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- b. If the answer to either (a) (1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the Chief Procurement Officer.
- c. Any misrepresentation by the bidder/offeror shall give the County the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certificate of Independent Price Determination

- a. The bidder/offeror certifies that:
 - (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law;
 - (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition; and
- b. Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
 - (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full
name of person(s) in the bidder/offeror's organization responsible for determining

the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- c. If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(1) Award of the contract may result in an unfair competitive advantage;

(2) The Contractor's objectivity in performing the contract work may be impaired; or

(3) That the Contractor has disclosed all relevant information and requested the County to make a determination with respect to this Contract.

- b. The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the County which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The County may, however, terminate the Contract for the convenience of the County if it would be in the best interest of the County.

- c. In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the County, the County may terminate the Contract for default.

- d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the County and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

☐ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Authorized Negotiators

The offeror represents that the following persons are authorized to negotiate on its behalf with the County in connection with this request for proposals:
(list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date

Typed/Printed Name

Title

LOCAL, SMALL, AND DIVERSE BUSINESS CONCERN CERTIFICATION

The Provider represents and certifies as part of its proposal that it:

☐ is, or ☐ is not a local business concern. A "Local business concern" as used in this provision, means a person, partnership, corporation or other business entity authorized to transact business in this County and having a bona fide establishment for transacting business in this County at which it was transacting business on the date when bids or proposals for the public contract were first solicited.

☐ is, or ☐ is not a small business concern. "Small business concern," as used in this provision, means a person, partnership, corporation or other business entity in the United States which is independently owned and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

☐ is, or ☐ is not a diverse business concern. "Diverse business concern" as used in this provision, means a person, partnership, corporation or other business entity in the United States which is owned or controlled by a majority of persons who are women, minorities, persons with disabilities, veterans, military-service-disabled veterans or LGBTQ+ (Note: Minority-owned businesses include but are not limited to Black/African American, Indigenous/Native American, Asian American or Hispanic/Latino-owned businesses).

The diverse vendor must be certified by a recognized third-party certifying organization.

If you are a qualified diverse vendor, you must (a) identify which minority group(s) apply, and (b) provide the Certifying Agency & Certification Number

(a) Specified Minority Group(s): _____

(b) Certifying Agency & Certification #: _____

Signature & Date

Typed/Printed Name

Title

Responsible Contractor/Subcontractor Certification Cover Sheet

GENERAL INFORMATION

Company Name: _____

Address: _____

City: _____

Telephone Number: _____

Fax Number: _____

Ownership Structure (Please check one):

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

Description of Services(s) Provided: _____

Contractor's License No.: _____

RESPONSIBLE CONTRACTOR STATUS

Please check one of the following boxes:

1. ☐ Meets all Responsible Contractor requirements (see below)
2. ☐ Meets none of the Responsible Contractor requirements
3. ☐ Meets certain of the Responsible Contractor requirements (provide explanation below)

If you have checked box 3 above, please provide an explanation below (attach additional pages if necessary):

Explanation: _____

RESPONSIBLE CONTRACTOR REQUIREMENTS CHECKLIST

Review the attached checklist and return a completed copy, along with any documents requested therein.

A full list of the Responsible Contractor Requirements can be found on Montgomery County's website (montgomerycountypa.gov) under Administration → County Procurement Policy.

By signing this form, it is understood that contractors have fully reviewed the Responsible Contractor Requirements.

CERTIFICATION OF RESPONSIBLE CONTRACTOR STATUS

On behalf of the above-named company, the undersigned certifies that the information and responses provided herein are true, complete and accurate as of this date, and he/she is aware that any intentionally misrepresented or falsified information may result in disqualification from future contracting opportunities. Further, the above-named company certifies it can provide sufficient written proof that it and all subcontractors comply with the Responsible Contractor Requirements above within five (5) calendar days upon request.

Signature: _____

Name and Title (please print): _____

A copy of this form must be signed and provided to the County before any firm, including subcontractors if requested, may be considered for award of this contract.

Attachment A – Responsible Contractor/Subcontractor Certification Checklist

Complete the following and provide the documents highlighted in the list below. If you answer “no” to any of the below, please provide a detailed explanation on the cover sheet as to why your firm does not meet the requirement and attach additional pages if necessary.

For all contractors and subcontractors:

Requirement	Response
1. My firm and its employees shall have all valid and effective licenses, registrations, or other credentials required by federal, state, county, or local law. I will provide electronic copies of the relevant credentials.	Y: ____ N: ____
2. My firm meets the bonding requirements for the contract, as well as applicable insurance requirements. I will provide electronic copies of these documents, as well as a hard copy of the bond.	Y: ____ N: ____
3. My firm has not been debarred or suspended by any federal, state, or local government agency or authority within the past three (3) years.	Y: ____ N: ____
4. My firm has not defaulted on any project within the past three (3) years.	Y: ____ N: ____
5. My firm has not had any type of license, registration, or other certification revoked or suspended within the past three (3) years.	Y: ____ N: ____
6. My firm and its principals and owners have not been convicted of any crime relating to their contracting business within the past ten (10) years.	Y: ____ N: ____
7. My firm has not been found in violation of any law applicable to its contracting business within the past three (3) years.	Y: ____ N: ____
8. My firm will employ a sufficient number of craft labor personnel or shall use qualified subcontractors to meet the personnel requirement.	Y: ____ N: ____
9. My firm will pay all craft employees on the project, at a minimum, the applicable wage and fringe benefit rates as established for the classification in which the worker is employed.	Y: ____ N: ____
10. My firm will ensure that all craft labor it employs on the project will have completed, prior to working on the project, the OSHA 10-hour training course for safety. I will provide electronic copies of the relevant training certification documents.	Y: ____ N: ____

11. My firm participates in a bona fide apprenticeship program which is registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyperson status for at least three (3) of the past five (5) years. I will provide (1) a list of all trades or classifications of craft employees my firm will employ on the project and (2) documentation verifying that my firm actively participates in a bona fide apprenticeship program, including the name, state, and registration number of the program.	Y: ____ N: ____
12. My firm shall assign craft labor personnel only to work in the craft or trade in which they are employed.	Y: ____ N: ____
13. My firm has all other technical qualifications and resources, including equipment, personnel, and financial resources, to successfully perform the contract and shall maintain such capabilities throughout the duration of the project.	Y: ____ N: ____
14. My firm shall notify the County within seven (7) days of any material changes in its operation related to any matter attested to in this certification.	Y: ____ N: ____
15. My firm will execute this Contractor Responsibility Certification by a person who has sufficient knowledge to address all matters in this certification.	Y: ____ N: ____
16. If my firm has ever operated under another name, or currently controls or is controlled by another company, or has controlled or was controlled by another company within the past 5 years, whether as a parent company, subsidiary, or other business relation, I will provide a written statement explaining in detail the nature of any such relationship.	Y: ____ N: ____

If my firm is a prime contractor on this project:

Requirement	Response
1. My firm will ensure that at least seventy (70) percent of all craft labor workers on the project shall be comprised of either journeyperson workers who have successfully completed a bona fide apprenticeship program or apprentices registered in such programs, and that the apprenticeship participation is in the same trade or craft for which the workers are employed on the project. I will identify on payroll documents whether employees are journeyperson workers, apprentices, or neither.	Y: ____ N: ____
2. My firm will ensure that apprentices are supervised by journeyperson workers in the ratio of one apprentice for the first through fourth journeyperson workers regularly employed; two apprentices for the fifth through ninth journeyperson workers;	Y: ____ N: ____

and so on with an additional apprentice for each unit of five journeyperson workers regularly employed. My firm will provide copies of its workers apprenticeship credentials showing that an appropriate number of employees are currently registered or have graduated from a bona fide apprenticeship program.	
3. My firm will ensure that at least one person on the project will have completed, prior to working on the project, an OSHA 30-hour training course. I will provide an electronic copy of the relevant training certification.	Y: ____ N: ____
4. My firm will make a good-faith effort to employ residents of Montgomery County for at least 40 percent of craft labor hours worked. My firm will provide a statement describing how we will seek to accomplish the community participation goal.	Y: ____ N: ____
5. My firm will ensure that the appropriate workplace postings, to be identified by the Office of Procurement, are displayed at the project site in a location where notices to employees are customarily posted.	Y: ____ N: ____
6. My firm agrees that on or around the project start date, we will schedule a kick-off meeting with the County Labor Liaison to discuss the applicable provisions of this Policy.	

If my firm will be subcontracting work to other firms:

Requirement	Response
1. My firm will provide a Subcontractor List within seven (7) days of receiving a Notice of Intent to Award Contract which includes the names and business addresses of the subcontractors it intends to use on the project and the scope of the work assigned to each subcontractor.	Y: ____ N: ____
2. My firm will submit Subcontractor Responsibility Certifications and all supporting information for all entities listed on the Subcontractor List.	Y: ____ N: ____
3. My firm shall determine whether any firm on its Subcontractor List is organized as a sole proprietorship owned and operated by a single person. For any such entity, my firm will require the subcontractor to supplement its Subcontractor Certification with its Employer Identification Number in addition to the other information required by this certification.	Y: ____ N: ____
4. My firm agrees that it shall not be permitted to use a subcontractor on any work performed for the County unless it has identified the subcontractor on its Subcontractor List and has provided a Subcontractor Responsibility Certification.	Y: ____ N: ____

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, as Surety (the "Surety"), are held and firmly bound unto the COUNTY OF MONTGOMERY 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.

WHEREAS, Principal herein has entered into a contract or agreement in writing with COUNTY OF MONTGOMERY, whereby Principal did obligate itself to furnish all materials, equipment and labor necessary to, in a complete and workmanlike manner, do said work, as in said contract or agreement in writing more fully set forth, the same being fully incorporated herein by reference with the same force and effect as if fully copied herein.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal shall well and truly do and perform all those things which he did by said written contract or agreement obligate himself to do, and shall in all respects comply with the said recited contract, then this obligation shall be void and of no effect. Otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be duly executed and sealed in their and each of their behalves, this _____ day of _____, A.D. 20____.

Witness:

_____	_____
_____	_____ (SEAL)
_____	(Principal)
_____	By: _____
(Witness to Principal)	(President) (Co-Partner)
_____	_____
_____	(Surety)
_____	By: _____
(Witness to Surety)	(Attorney-in-Fact)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the "Principal"), and _____, a company organized and
existing under the laws of the _____ of _____, with a principal
office at _____
_____, and authorized to do business in the Commonwealth of
Pennsylvania, as Surety (the "Surety"), are held and firmly bound, unto the COUNTY OF
MONTGOMERY 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 Bid, dated
_____, 20__ (the "Bid"), to perform _____ Work for the Obligee,
in connection with the _____ Project located in _____
_____ Township, Montgomery County, Pennsylvania, pursuant to Drawings,
Specifications and other related documents, constituting the Bidding Documents, which are
incorporated into the Bid 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
"Act"); and

WHEREAS, it also is a condition of the Contract Documents that this Payment 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 Payment Bond to the Obligee, and if the Obligee shall make an award to the
Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an
agreement with respect to performance of such Work (the "Contract"), the form of which
Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Payment Bond are and shall be that if
the Principal and any subcontractor of the Principal to whom any portion of the Work under the
Contract Documents 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 supplying labor or materials in the prosecution and performance of the Work in accordance

with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, for material furnished, labor supplied or labor performed, then this Payment Bond shall be void; otherwise, this Payment Bond shall be and shall remain in force and effect.

This Payment Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal, any subcontractor of the Principal, any assignees of the Principal, or any assignees of any subcontractor of the Principal in the prosecution of the Work covered by the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents 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 Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include, without limitation, 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 Contract Documents. As required by the Act, the provisions of this Payment 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.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Contract Documents, including, without limitation, any amendment, extension or addition to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Payment Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal or any assignees of any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Payment Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Payment Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant.

This Payment Bond is executed and delivered under and subject to the 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 Contract Documents, and/or any giving by the Obligee of any extensions of time for the performance of the Work 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/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents, and/or alterations and/or changes which materially increase the liability and/or obligations of the Principal and the Surety under this Payment Bond, shall not release, and/or

discharge, 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 Payment 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 and/or other material increase in the liability and obligations of the Principal and the Surety under this Payment Bond.

Provided, that it is expressly agreed that this Payment Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the contract price in the aggregate by 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 and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the contract price in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Payment Bond and whether referring to this Payment Bond or the Contract Documents, shall include any alteration, addition, extension or modification, whether material or not, and 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.

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 Contract Documents or Payment Bond, the Surety agrees to pay for all legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Payment Bond, shall be instituted in the Court of Common Pleas of Montgomery County and not elsewhere. In such dispute resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Payment Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the Principal and the Surety cause this Payment 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)
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 Payment 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 Payment Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

LABOR AND MATERIAL BOND

Know All Men By These Presents , that
with principal place of business at _____ Pennsylvania, as PRINCIPAL,
and _____ Pennsylvania, as SURETY, are held
and firmly bound unto COUNTY OF MONTGOMERY, Pennsylvania, and its successors and assigns,
unto the use of the parties interested in the sum of (_____) DOLLARS, lawful money of the
United States of America, for which payment well and truly to be made the Principal and Surety have
and do hereby firmly bind and oblige themselves, their heirs, personal representatives, successors and
assigns.

WHEREAS, by contract or agreement in writing of even date herewith the Principal did enter into a
contract with COUNTY OF MONTGOMERY, by the terms of which it, the said Principal, did agree to
furnish labor, materials, and equipment necessary to, in a complete and workmanlike manner, do the
said work as in said contract or agreement in writing more fully set forth, said contract being fully
incorporated herein by reference with the same force and effect as if fully copied herein.

AND WHEREAS, the said contract provided that the contractor shall give an additional bond
conditioned for the prompt payment of all materials furnished and all labor supplied or performed in the
prosecution of the work, whether or not the material or labor entered into and became a component part
of the work or improvement contemplated, which said provisions of contract are herein by reference
with the same and full force and effect as if copied completely herein.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall promptly
pay or cause to be paid all sums of money which shall or may be due to any person, firm, partnership,
association or corporation, who shall or may, whether a subcontractor or otherwise, furnish materials or
supplies or perform labor in the prosecution of the work provided for and contemplated in said recited
contract or agreement, whether or not the material, supplies or labor entered into and became a
component part of the work or improvement contemplated, then this obligation to be void, otherwise to
remain and to be in full force and virtue, in which event every and/or any such person, firm,
partnership, association, and corporation who, whether as a subcontractor or otherwise, had furnished
material or supplies or performed labor in the prosecution of the work above mentioned, and who has
not been paid therefor may sue in assumpsit upon this obligation in the name of COUNTY OF
MONTGOMERY or its successor or assigns, for his, their or its use and prosecute the same to final
judgment for such sum or sums as may be justly due him, them or it, and have execution thereon;
provided only, that said COUNTY OF MONTGOMERY will not be liable for the payment of any costs
or expenses in any such suit.

IN WITNESS WHEREOF the PRINCIPAL and SURETY have caused this instrument to be executed
in their and each of their names and on their and each of their behalves, this _____ day of
_____, A.D. 20__.

Witness:

Principal (SEAL)

By: _____
Surety

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	6611 Montgomery County Dept. of A&I
General Description:	The Department of Assets & Infrastructure is seeking qualified contractors to install a pre-fabricated shelter on the grounds of the Coroner's Office, located within the Public Safety Training Campus in Eagleville, PA, to be utilized as a mausoleum for unclaimed remains. The Coroner's Office desired better, more dignified housing for unclaimed cremains that they store. To the east of the main building, a prefabricated shelter with faux brick to match the main building will be installed on a concrete foundation. A short concrete sidewalk will lead from the parking area to the shelter.
Project Locality	Eagleville
Awarding Agency:	Montgomery County Procurement
Contract Award Date:	9/8/2026
Serial Number:	26-05894
Project Classification:	Building/Highway
Determination Date:	6/18/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Montgomery County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-05894 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2025		\$60.84	\$48.71	\$109.55
Asbestos & Insulation Workers	5/1/2026		\$64.51	\$50.26	\$114.77
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2026		\$41.34	\$19.23	\$60.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Boilermakers	1/1/2026		\$58.00	\$36.57	\$94.57
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Bricklayer	5/1/2026		\$51.15	\$34.92	\$86.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$54.59	\$29.02	\$83.61
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$47.47	\$29.02	\$76.49
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$23.74	\$20.62	\$44.36
Carpenters	5/1/2025		\$47.47	\$29.02	\$76.49
Carpenters	5/1/2026		\$48.55	\$30.39	\$78.94
Carpenters	5/1/2027		\$50.46	\$30.74	\$81.20
Carpenters	5/1/2028		\$52.43	\$31.09	\$83.52
Carpenters	5/1/2029		\$54.46	\$31.44	\$85.90
Carpenters	5/1/2030		\$56.55	\$31.79	\$88.34
Cement Finishers & Plasterers	5/1/2022		\$38.57	\$32.39	\$70.96
Cement Masons	5/1/2024		\$46.70	\$32.46	\$79.16
Cement Masons	5/1/2025		\$48.70	\$32.46	\$81.16
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2025		\$40.14	\$32.35	\$72.49
Drywall Finisher	5/1/2026		\$41.10	\$32.99	\$74.09
Electricians	5/1/2025		\$58.63	\$47.28	\$105.91
Electricians	5/1/2026		\$62.41	\$48.50	\$110.91
Electricians	5/1/2027		\$66.53	\$50.63	\$117.16
Electricians	5/1/2028		\$70.83	\$52.83	\$123.66
Elevator Constructor	1/1/2025		\$71.85	\$45.77	\$117.62
Elevator Constructor	1/1/2026		\$74.86	\$46.86	\$121.72
Floor Coverer	5/1/2025		\$51.67	\$31.69	\$83.36
Floor Coverer	5/1/2026		\$52.84	\$32.86	\$85.70
Glazier	5/1/2025		\$49.96	\$38.34	\$88.30
Glazier	5/1/2026		\$51.30	\$39.37	\$90.67
Interior Finish	5/1/2023		\$34.60	\$25.80	\$60.40
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2024		\$44.64	\$34.39	\$79.03
Iron Workers (Riggers)	7/1/2025		\$44.77	\$36.27	\$81.04
Iron Workers (Rodman/Reinforcing)	7/1/2024		\$47.70	\$34.77	\$82.47

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-05894 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Rodman/Reinforcing)	7/1/2025		\$47.80	\$36.65	\$84.45
Laborers (Class 01 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Laborers (Class 02 - See notes)	5/1/2025		\$41.00	\$27.70	\$68.70
Laborers (Class 03 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 04 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 05 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Landscape Laborer	5/1/2024		\$30.70	\$24.23	\$54.93
Landscape Laborer	5/1/2025		\$32.15	\$24.30	\$56.45
Marble Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Marble Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Marble Finisher	5/1/2026		\$42.07	\$31.85	\$73.92
Marble Mason	5/1/2023		\$47.20	\$31.95	\$79.15
Marble Setter	5/1/2026		\$51.50	\$33.80	\$85.30
Mason Tender, Cement	5/1/2023		\$35.02	\$25.98	\$61.00
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators (Building, Class 01 - See Notes)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators (Building, Class 01 - See Notes)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators (Building, Class 01A - See Notes)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators (Building, Class 01A - See Notes)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators (Building, Class 02 - See Notes)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators (Building, Class 02 - See Notes)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators (Building, Class 02A - See Notes)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators (Building, Class 02A - See Notes)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators (Building, Class 03 - See Notes)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators (Building, Class 04 - See Notes)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators (Building, Class 04 - See Notes)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators (Building, Class 05 - See Notes)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators (Building, Class 05 - See Notes)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators (Building, Class 06 - See Notes)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators (Building, Class 06 - See Notes)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators (Building, Class 07A- See Notes)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators (Building, Class 07A- See Notes)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators (Building, Class 07B- See Notes)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators (Building, Class 07B- See Notes)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters Class 1 (see notes)	5/1/2024		\$42.97	\$34.11	\$77.08
Painters Class 1 (see notes)	5/1/2025		\$44.38	\$34.55	\$78.93
Painters Class 1 (see notes)	5/1/2026		\$45.71	\$35.22	\$80.93
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
Painters Class 4 (see notes)	5/1/2024		\$45.06	\$34.11	\$79.17
Painters Class 4 (see notes)	5/1/2025		\$46.47	\$34.55	\$81.02
Painters Class 4 (see notes)	5/1/2026		\$48.45	\$35.22	\$83.67

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-05894 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plasterers	5/1/2024		\$39.88	\$33.08	\$72.96
plumber	5/1/2024		\$67.53	\$38.31	\$105.84
plumber	5/1/2025		\$70.53	\$39.46	\$109.99
plumber	5/1/2026		\$73.73	\$40.36	\$114.09
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Pointers, Caulkers, Cleaners	5/1/2026		\$53.35	\$32.30	\$85.65
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Composition)	5/1/2025		\$46.03	\$34.77	\$80.80
Roofers (Composition)	5/1/2026		\$47.53	\$35.22	\$82.75
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	5/1/2024		\$59.22	\$50.56	\$109.78
Sheet Metal Workers	5/1/2025		\$62.62	\$52.17	\$114.79
Sheet Metal Workers	5/1/2026		\$65.06	\$54.48	\$119.54
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	1/1/2023		\$62.23	\$31.99	\$94.22
Sprinklerfitters	5/1/2025		\$70.37	\$34.85	\$105.22
Steamfitters	5/1/2024		\$70.32	\$43.09	\$113.41
Steamfitters	5/1/2025		\$72.52	\$44.89	\$117.41
Stone Masons	5/1/2023		\$47.20	\$31.95	\$79.15
Stone Masons	5/1/2025		\$50.00	\$32.80	\$82.80
Stone Masons	5/1/2026		\$51.50	\$33.80	\$85.30
Terrazzo Finisher	5/1/2023		\$43.75	\$27.86	\$71.61
Terrazzo Finisher	5/1/2025		\$45.61	\$29.41	\$75.02
Terrazzo Finisher	5/1/2026		\$47.78	\$29.61	\$77.39
Terrazzo Grinder	5/1/2023		\$44.02	\$27.86	\$71.88
Terrazzo Grinder	5/1/2025		\$45.88	\$29.41	\$75.29
Terrazzo Grinder	5/1/2026		\$47.78	\$29.61	\$77.39
Terrazzo Mechanics	5/1/2023		\$50.26	\$29.56	\$79.82
Terrazzo Mechanics	5/1/2025		\$52.21	\$31.26	\$83.47
Terrazzo Mechanics	5/1/2026		\$53.36	\$32.61	\$85.97
Tile Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Tile Finisher	5/1/2026		\$42.07	\$31.85	\$73.92
Tile Setter	5/1/2023		\$50.26	\$29.56	\$79.82
Tile Setter	5/1/2025		\$52.21	\$31.26	\$83.47
Tile Setter	5/1/2026		\$53.36	\$32.61	\$85.97
Truckdriver class 1(see notes)	5/1/2024		\$36.79	\$22.54	\$59.33
Truckdriver class 1(see notes)	5/1/2026		\$38.57	\$23.87	\$62.44
Truckdriver class 2 (see notes)	5/1/2024		\$36.89	\$22.54	\$59.43
Truckdriver class 2 (see notes)	5/1/2026		\$38.67	\$23.87	\$62.54
Truckdriver class 3 (see notes)	5/1/2026		\$38.92	\$23.87	\$62.79

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-05894 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20
Window Film / Tint Installer	6/1/2025		\$27.42	\$15.13	\$42.55

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 26-05894 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Bricklayer	5/1/2026		\$51.15	\$34.92	\$86.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$65.96	\$30.09	\$96.05
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$67.52	\$30.44	\$97.96
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$58.39	\$29.06	\$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		\$60.09	\$29.06	\$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$45.88	\$23.19	\$69.07
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$46.97	\$23.54	\$70.51
Carpenter	5/1/2025		\$57.36	\$30.09	\$87.45
Carpenter	5/1/2026		\$58.71	\$30.44	\$89.15
Cement Masons	5/1/2023		\$43.20	\$32.91	\$76.11
Cement Masons	5/1/2025		\$46.55	\$32.66	\$79.21
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/ Pile driver diver	5/1/2025		\$60.31	\$44.97	\$105.28
Dockbuilder/ Pile driver diver	5/1/2026		\$61.88	\$45.47	\$107.35
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	6/3/2024		\$62.07	\$33.96	\$96.03
Electric Lineman	6/2/2025		\$65.10	\$34.45	\$99.55
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		\$45.70	\$34.77	\$80.47
Laborers (Class 01 - See notes)	5/1/2025		\$40.20	\$27.80	\$68.00
Laborers (Class 01 - See notes)	5/1/2026		\$41.65	\$27.90	\$69.55
Laborers (Class 02 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 02 - See notes)	5/1/2026		\$41.85	\$27.90	\$69.75
Laborers (Class 03 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 03 - See notes)	5/1/2026		\$41.85	\$27.90	\$69.75
Laborers (Class 04 - See notes)	5/1/2025		\$35.00	\$27.80	\$62.80
Laborers (Class 04 - See notes)	5/1/2026		\$36.45	\$27.90	\$64.35
Laborers (Class 05 - See notes)	5/1/2025		\$41.05	\$27.80	\$68.85
Laborers (Class 05 - See notes)	5/1/2026		\$42.50	\$27.90	\$70.40
Laborers (Class 06 - See notes)	5/1/2025		\$41.10	\$27.80	\$68.90
Laborers (Class 06 - See notes)	5/1/2026		\$42.55	\$27.90	\$70.45
Laborers (Class 07 - See notes)	5/1/2025		\$40.95	\$27.80	\$68.75
Laborers (Class 07 - See notes)	5/1/2026		\$42.40	\$27.90	\$70.30
Laborers (Class 08 - See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 08 - See notes)	5/1/2026		\$42.15	\$27.90	\$70.05
Laborers (Class 09 - See notes)	5/1/2025		\$40.55	\$27.80	\$68.35
Laborers (Class 09 - See notes)	5/1/2026		\$42.00	\$27.90	\$69.90
Laborers (Class 10- See notes)	5/1/2025		\$40.70	\$27.80	\$68.50

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-05894 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 10- See notes)	5/1/2026		\$42.15	\$27.90	\$70.05
Laborers (Class 11 -See Notes)	5/1/2025		\$40.60	\$27.80	\$68.40
Laborers (Class 11 -See Notes)	5/1/2026		\$42.05	\$27.90	\$69.95
Laborers (Class 12 -See Notes)	5/1/2025		\$42.30	\$27.80	\$70.10
Laborers (Class 12 -See Notes)	5/1/2026		\$42.85	\$27.90	\$70.75
Laborers (Class 13 -See Notes)	5/1/2025		\$44.33	\$27.80	\$72.13
Laborers (Class 13 -See Notes)	5/1/2026		\$45.78	\$27.90	\$73.68
Laborers (Class 14 -See Notes)	5/1/2025		\$40.90	\$27.80	\$68.70
Laborers (Class 14 -See Notes)	5/1/2026		\$41.90	\$27.90	\$69.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2025		\$34.07	\$19.73	\$53.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2026		\$35.52	\$19.83	\$55.35
Laborers Utility (PGW ONLY)	5/1/2025		\$41.10	\$19.73	\$60.83
Laborers Utility (PGW ONLY)	5/1/2026		\$42.55	\$19.83	\$62.38
Landscape Laborer	5/1/2024		\$30.28	\$24.05	\$54.33
Landscape Laborer	5/1/2025		\$31.73	\$24.15	\$55.88
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		\$66.26	\$39.55	\$105.81

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 26-05894 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Highway)					
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
Painters Class 2 (see notes)	2/1/2025		\$50.85	\$33.91	\$84.76
Painters Class 2 (see notes)	2/1/2026		\$51.61	\$35.00	\$86.61
Painters Class 3 (see notes)	2/1/2025		\$61.81	\$33.95	\$95.76
Painters Class 3 (see notes)	2/1/2026		\$62.57	\$35.04	\$97.61
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2024		\$66.80	\$42.93	\$109.73
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		\$68.89	\$44.73	\$113.62
Truckdriver class 1(see notes)	5/1/2024		\$36.64	\$22.54	\$59.18
Truckdriver class 1(see notes)	5/1/2026		\$38.42	\$23.87	\$62.29
Truckdriver class 2 (see notes)	5/1/2024		\$36.74	\$22.54	\$59.28
Truckdriver class 2 (see notes)	5/1/2026		\$38.52	\$23.87	\$62.39
Truckdriver class 3 (see notes)	5/1/2026		\$38.77	\$23.87	\$62.64

FABRICATED PRE-ENGINEERED PRECAST CONCRETE STRUCTURE SPECIFICATION

12' x 20' PRECAST CONCRETE BUILDING PRE-ASSEMBLED

SECTION 1 – GENERAL

1.1 WORK INCLUDED

Contractor shall furnish a precast concrete transportable building to be delivered and placed on foundation in accordance with manufacturer's recommendations. Precast building to be EASI-SET® brand as manufactured by a *licensed producer of Easi-Set Buildings*, or approved equal. Building shall be provided by manufacturer with all necessary openings as specified by contractor in conformance with manufacturer's structural requirements.

1.2 REFERENCES

- A. ACI-318-11: Building Code Requirements for Structural Concrete and Commentary
- B. ASCE/SEI 7-10: Minimum Design Loads for Buildings and Other Structures
- C. IBC 2012: International Building Code
- D. PCI Design Handbook, 7th Edition
- E. Concrete Reinforcing Institute, Manual of Standard Practice
- F. UL-752 (Test Method level 5) for bullet resistance certified by a military approved laboratory.

1.3 SYSTEM DESCRIPTION

DESIGN REQUIREMENTS

- A. Building Dimensions: As shown on drawings

Design case to be selected to correspond to the design criteria indicated in the aforementioned codes for the geographical location of the project or as specified.

CASE 1: Typical

B. Design Loads:

1. Seismic Design Category 'C', Risk Design Category II
2. Roof Live Load (Snow) – 30 PSF
3. Floor Live Load – 150 PSF
4. Wind Loading* – 115 MPH

*Design loads relate to precast components only, not accessories (i.e. doors, windows, vents, etc.)

CASE 2: Heavy

C. Design Loads:

1. Seismic Design Category 'D', Risk Design Category III
2. Roof Live Load (Snow) – 60 PSF
3. Floor Live Load – 250 PSF
4. Wind Loading* – 165 MPH

*Design loads relate to precast components only, not accessories (i.e. doors, windows, vents, etc.)

- D.** Roof: Roof panel shall have a peak in the center of 12-foot direction and shall slope $\frac{1}{2}$ " to each side. The roof shall extend a minimum of 2 $\frac{1}{2}$ " beyond the wall panel on each side and have a turndown design which extends $\frac{1}{2}$ " below the top edge of the wall panels to prevent water migration into the building along top of wall panels. Roof shall also have an integral architectural ribbed edge.
- E.** Roof, floor, and wall panels must each be produced as single component monolithic panels. No roof, floor, or vertical wall joints will be allowed, except at corners and along perimeter. Wall panels shall be set on top of floor panel.
- F.** Floor panel must have $\frac{1}{2}$ " step-down around the entire perimeter to prevent water migration into the building along the bottom of wall panels.

1.4 SUBMITTALS

- A.** Engineering calculations that are designed and sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B.** Manufacturers' product literature shall be provided for any plumbing, electrical, and miscellaneous installed fixtures demonstrating compliance with these specifications.

1.5 QUALITY ASSURANCE

- A.** The precast concrete building producer shall be a plant-certified member of either the National Precast Concrete Association (NPCA), The Precast/Prestressed Concrete Institute (PCI), or equal.
- B.** No alternate building designs to the building will be allowed unless pre-approved by the owner.

SECTION 2 – PRODUCTS

2.1 MATERIALS

- A.** Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength, air-entrained (ASTM C260).
- B.** Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
Welded Wire Fabric: ASTM 185, Grade 65
- C.** Post-tensioning Strand: 41K Polystrand CP50, $\frac{1}{2}$ " 270 KSI Seven-Wire strand, enclosed within a greased plastic sheath (ASTM A416). Roof and floor each shall be post-tensioned by a proprietary, second generation design using a single, continuous tendon. Said tendon is placed in the concrete slab to form a perimeter loop starting from one
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corner of the slab to a point where the cable entered the slab. The tendon then turns 90 degrees and follows the cable member(s) in the periphery to a point midway along the "X" axis of the concrete building panel and then turns 90 degrees along the "Y" axis of the concrete building panel. This bisects the concrete building panel and crosses the opposite parallel portion of the cable member and exits from an adjacent side of the concrete building panel. This creates a cable pattern with no less than 2.5 parallel cables in any direction. To ensure a watertight design, no alternate methods shall be substituted for the post-tensioning.

- D. Sealant: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be DOW CORNING 790 silicone sealant or equal. Exterior caulk reveal to be 3/8"x 3/4" deep so that sides of the joint are parallel for proper caulk adhesion. Back of the joint to be taped with bond breaking tape to ensure adhesion of caulk to parallel sides of joint and not the back.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT INDUSTRIES Model FL-164 or equal.
- F. Panel Connections: All panels shall be securely fastened together with 3/8" thick steel brackets. Steel is to be of structural quality, hot-rolled carbon complying with ASTM A36 and hot dipped galvanized after fabrication. All fasteners to be 1/2" diameter bolts complying with ASTM A325 for carbon steel bolts. Cast-in anchors used for panel connections to be Dayton-Superior F-63 coil inserts, or equal. All inserts for corner connections must be secured directly to form before casting panels. No floating-in of connection inserts shall be allowed.

2.2 ACCESSORIES

- A. **Doors and Frames:** Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100) and as herein specified. All door and frame galvanizing shall be in accordance with ASTM A924 and A653, A60 minimum coating thickness.

- 1. The buildings shall be equipped with double 3'-0" x 6'-8" x 1-3/4" thick insulated, 18 gauge, metal doors with 16-gauge frames (to meet wall thickness). Doors to have flush top cap. 12 gauge flat astragals shall be applied to the active leaf to protect against the elements or forced opening. Doors and frames shall be factory bonderized and painted with one coat of rust inhibitive primer and one finish coat of enamel paint; color to be BOLT BROWN unless specified otherwise.
- 2. Doors and frames shall meet SDI standard Level 2, 1 3/4" heavy duty.
Manufacturers: Republic, Steelcraft, Ceco, Black Mountain, Pioneer, Curries, Mesker, MPI, Door components or equal

B. Door Hardware:

- 1. **Pull Handle:** Shall meet requirements of ANSI A156.2. Shall be thru bolt attached and constructed of a minimum 3/4" diameter stainless pull handle sized 8" center to center with a stainless backer plate, minimum 0.053" on both sides.

Approved manufacturers: Design Hardware, Don-Jo, or equal

- 2. **Hinges:** Shall comply with ANSI A156.1 and be of the ball bearing, non-removable pin type (3 per door minimum). Hinges shall be 4 1/2" x 4 1/2" US26D (652) brushed chrome finish. Manufacturer shall provide a lifetime limited warranty.

Approved manufacturers: Design Hardware, or equal

3. Deadbolt: Commercial Grade Deadbolt conforming to ANSI 156.5 furnished with a 2 ¼" face plate and a 1" projecting deadbolt with hardened steel pins. Dead bolts shall be UL and ADA approved. Finish shall be US26D (626) brushed chrome finish. Manufacturer shall provide a lifetime limited warranty.

Approved manufacturers: Design Hardware, Dorma, or equal

4. Surface Bolt: 8" Surface bolt UL listed. Finish US26D (626) brushed chrome finish. (2 per inactive leaf)

Approved manufacturers: Don-Jo, Design Hardware, or equal

6. Threshold: Bumper Seal type threshold with a maximum 1" rise to prevent water intrusion. Thresholds shall be approved for UL 10B suitable for use with fire doors rated up to three hours.

Approved manufacturers: National Guard Products or equal

7. Overhead Door Holder: Heavy duty surface mounted hold open device with hold open/stop angle of 85 to 110 degrees. Construction shall be stainless steel. Finish US32D (630) satin stainless steel finish.

Approved manufacturers: ABH, Rockwood, or equal

8. Drip Cap: Aluminum drip cap with minimum projection of 2 ½" shall be furnished.

Approved Manufacturers: Design Hardware, National Guard Products, or equal

9. Door Stop: ANSI 156.16 approved wall mounted door stop with keeper constructed of a corrosion resistant cast brass material. Finish US26D (626) brushed chrome finish.

Approved manufacturers: Don-Jo, Rockwood, or equal

2.3 FINISHES

- A.** Interior of Building: Smooth form finish on all interior panel surfaces unless exterior finish is produced using a form liner, then smooth hand-troweled finish.
- B.** Exterior of Building: (Standard) Architectural precast concrete brick finish: Finish must be imprinted in top face of panel while in form using an open grid impression tool similar to EASI-BRICK®, or equal. Finished brick size shall be 2 3/8" x 7 5/8" with vertical steel float or light broom finish. Joints between each brick must be 3/8" wide x 3/8" deep. Back of joint shall be concave to simulate a hand-tooled joint. Each brick face shall be coated with the following water-based acrylic, water repellent penetrating concrete stain: 1) Canyon Tone stain by United Coatings, 2) Sherwin Williams (H&C concrete stain) or equal. Stain shall be applied per manufacturer's recommendation. Joints shall be kept substantially free of stain to maintain a gray concrete color. Stain color shall be BRICK RED unless specified otherwise.

SECTION 3 – EXECUTION

3.1 SITE PREPARATION (MANUFACTURER'S RECOMMENDATION)

Work under this section relates to placement of the building on the prepared foundation and site.

- A.** Building shall bear fully on a crushed stone base per the foundation design.
 - B.** The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.
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- C. Provide positive drainage for the fill, pad or slab as required.

Pre-Bid Meeting

- A. Pre Bid information will be posted at a later date thru Bonifre/Euna site messaging via Public notice for this solicitation.

Submissions and Communication

- A. All submissions must be submitted thru Bonfire/Euna portal for this solicitation.
 - B. All questions must be submitted thru the Bonfire/Euna portal for this solicitation utilizing the public Q&A portion of the messaging system.
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BOUNDARY LINE	
ADJOINER LINE	
CURB LINE	
PAINTED LINE	
EDGE OF PAVING	
EDGE OF GRAVEL	
CONTOURS	
WOODS LINE	
TREES	
SANITARY SEWER MAIN	
SANITARY SEWER LATERAL	
SANITARY SEWER CLEANOUT	
SANITARY SEWER MANHOLE	
STORM SEWER PIPING	
STORM SEWER INLET	
STORM SEWER MANHOLE	
WATER MAIN	
FIRE HYDRANT	
WATER VALVE	
WATER SERVICE	
GAS VALVE	
TELEPHONE SERVICE LINE	
ELECTRIC SERVICE LINE	
AIR CONDITIONING UNIT	
LIGHT POLE	
UTILITY POLE	
ELECTRIC BOX	
ELECTRIC METER	
TRANSFORMER	
DETECTABLE WARNING STRIP	
HANDICAP PARKING SPACE	
SIGN	
BOLLARD	

SLANTED TEXT DENOTES EXISTING FEATURE

BUILDING

EDGE OF CONCRETE WALK

DETECTABLE WARNING STRIP

CONCRETE

STORMWATER PIPE

UNDERGROUND ELEC.

SWALE DIRECTION

SPOT ELEVATION

CONTOUR

VERTICAL TEXT DENOTES PROPOSED FEATURE

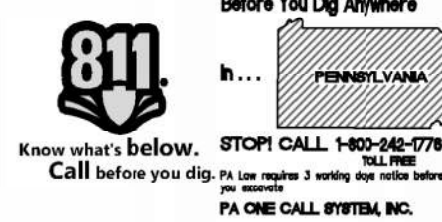
1. REFERENCE PLANS
 - "OVERALL PROPERTY PLAN OF THE MONTGOMERY COUNTY CORRECTIONAL FACILITY" PREPARED BY SYSTEMS DESIGN ENGINEERING, INC., DATED 1/2/96, RECORDED IN LANDSITE BOOK NUMBER L-3, PAGE 457-458.
 - "OVERALL SITE PLAN" OF "COUNTY OF MONTGOMERY, MONTGOMERY CO. CORRECTIONAL FACILITY" PREPARED BY HIGGS-MONTICO ASSOCIATES, AND OTHERS, RECORDED AS PLAN BOOK VOLUME 0035, PAGE 00414.
 - "RECORD PLAN (PHASE 1)" OF STREAMLIGHT, INC., PREPARED BY BOUCHER & JAMES, INC., RECORDED AS LANDSITE BOOK NUMBER L-5, PAGE 392-393.
 - "CORONERS BUILDING - EAGLEVILLE CAMPUS" PREPARED BY BURSICH ASSOCIATES, DATED 1/1/2021, LAST REVISED 8/13/2021.
2. THE LOCATION OF EXISTING ON-SITE UNDERGROUND UTILITIES WITHIN THE SITE ARE APPROXIMATE. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION IN ACCORDANCE WITH PENNSYLVANIA ACT 287 AS AMENDED BY ACT 50 2017("ONE CALL" SYSTEM. NO COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY THEIR WORKFORCE.
3. PROPOSED ELECTRIC HAND-HOLD AND UTILITY LINE ARE SHOWN IN AN APPROXIMATE WAY ONLY. CONTRACTORS SHALL COORDINATE WITH OWNER FOR ACTUAL ELECTRIC EXTENSION. POWER REQUIREMENTS SHALL BE AS PER SHELTER MANUFACTURER. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATELY-SIZED WIRING.
4. MAUSOLEUM STRUCTURE SHALL BE AS SPECIFIED IN THE DETAILS, OR EQUIVALENT APPROVED BY OWNER.
5. CONTRACTOR SHALL PROVIDE CONCRETE PAD / FOUNDATION DESIGN, INCLUDING ANY TESTING NECESSARY FOR SUPPORTING EARTH. IT IS CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF IMPORTING STRUCTURAL FILL MATERIAL IS NECESSARY AND FOR PROVIDING ANY FILL MATERIAL, AS NECESSARY.

UTILITY PROVIDERS

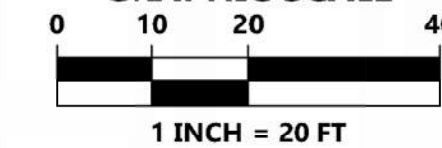
PENNSYLVANIA AMERICAN WATER	1-800-565-7292
PECO ENERGY	1-800-841-4141
VERIZON PENNSYLVANIA	1-833-473-2730
LOWER PROVIDENCE TOWNSHIP SEWER AUTHORITY	1-610-630-3738
COMCAST CABLE COMMUNICATIONS INC.	1-877-544-9297

[illegible]

SERIAL NO. 2021006298



GRAPHIC SCALE



PLAN NOTATION
ONLY THOSE PLANS WHICH CONTAIN A DIGITAL
IMRESSED, OR COLORIZED INK SEAL OF THE
RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED
VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED
FOR THE OWNER DESIGNATED HEREON. ANY
MODIFICATION, REVISION, DUPLICATION OR USE
WITHOUT THE WRITTEN CONSENT OF VAN CLEE
ENGINEERING ASSOCIATES IS PROHIBITED.
REFERENCE ON THIS PLAN FOR ANY PURPOSES
OTHER THAN THAT WHICH IS INTENDED SHALL
BE AT THE SOLE DISCRETION AND LIABILITY OF
THE APPLICABLE PARTY.

CHAD E. CAMBURN, P.E. DATE
PENNSYLVANIA PROFESSIONAL
ENGINEER NUMBER PE059853



VAN CLEEF ENGINEERING ASSOCIATES, LLC
2129 EAST HIGH STREET, POTTSTOWN, PA 19464
WWW.VANCLEEFENGINEERING.COM
PHONE (484) 941-0432

GRADING PERMIT PLAN

for

**CORONER
MAUSOLEUM
MONTGOMERY COUNTY**

DATE:	3/13/2017
SCALE:	1" = 20'
DESIGNED BY:	CE
DRAWN BY:	AJ
CHECKED BY:	CE
JOB NUMBER:	14750

MAUSOLEUM CONSTRUCTION PLANS

**LOWER PROVIDENCE TOWNSHIP
MONTGOMERY COUNTY, PA**

SOIL LIMITATIONS AND RESOLUTIONS

CUTBANKS CAVE - SLOPE LAY-BACKS OR SHORE/TRENCH BOX SHALL BE UTILIZED FOR ALL TRENCH EXCAVATIONS TO MEET OSHA REGULATIONS.

DRILLILITY - SEEDING AND SOIL SUPPLEMENTS SHALL BE APPLIED AT THE RECOMMENDED RATES TO ENSURE PROPER VEGETATIVE COVER. MULCHING SHALL ALSO BE APPLIED AT THE RECOMMENDED RATES TO RETAIN MOISTURE.

EASILY ERODIBLE - ROLLED EROSION CONTROL PRODUCTS SHALL BE PROVIDED ON ALL SEEDED AND MULCHED SLOPES 3H: 1V OR STEEPER.

DEPTH TO SATURATED ZONE/ SEASONAL HIGH-WATER TABLE - PUMPED WATER FILTER BAGS SHALL BE USED TO DETERMINER EXCAVATION AREAS WHERE STANDING WATER OCCURS DURING CONSTRUCTION.

HYDRIC / HYDRIC INCLUSIONS - WETLANDS, IF PRESENT, HAVE BEEN IDENTIFIED, PROTECTED AND/OR MITIGATED WHERE NECESSARY.

LOW STRENGTH / LANDSLIDE PRONE - ALL SLOPES (CUT OR FILL) SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS; GEOTECHNICAL ANALYSIS HAS BEEN PERFORMED IF DEEMED NECESSARY.

POOR SOURCE OF TOPSOIL - TOPSOIL SHALL BE APPLIED AT A MINIMUM THICKNESS OF 6 INCHES. IF THE PROJECT SITE DOES NOT HOLD THE REQUIRED AMOUNT, TOPSOIL SHALL BE SUPPLIED FROM AN EXISTING SOURCE MEETING THE FOLLOWING SPECIFICATIONS. SEEDING AND SOIL SUPPLEMENTS SHALL BE APPLIED AT THE RECOMMENDED RATES PER STANDARD WORKSHEET 21, TEMPORARY & PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS AS SHOWN IN THIS PLANSET. TOPSOIL SHALL HAVE A PH LEVEL OF 6-7.5, HAVE A MINIMUM OF 4% ORGANIC MATERIAL AND A MAXIMUM ROCK SIZE OF 1 INCH. THE CONTRACTOR SHALL FOLLOW THE GUIDANCE OF A DIRECTED SOIL TEST TO ENSURE PROPER TOPSOIL ADDITIVES FOR VEGETATIVE COVER.

WEEDS - PUMPED WATER FILTER BAGS SHALL BE USED TO DETERMINER EXCAVATION AREAS WHERE STANDING WATER OCCURS DURING CONSTRUCTION.

PROPOSED GRADING

FINAL GRADES SHALL BE RETURNED GENERALLY TO EXISTING CONDITIONS. ALL PERMANENT GRADING SHALL BE GRADED AT SLOPES NOT STEEPER THAN 3 FOOT HORIZONTAL TO 1 FOOT VERTICAL. TEMPORARY GRADING CAN BE GRADED AT SLOPES NOT STEEPER THAN 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL.

STABILIZATION

THE DEVELOPMENT WILL BE CONSIDERED TO BE PERMANENTLY STABILIZED WHEN ALL PERMANENT CONTROL MEASURES/FACILITIES HAVE BEEN COMPLETED AND ARE OPERATIONAL. TEMPORARY CONTROL MEASURES/FACILITIES REMOVED, AND UNIFORM EROSION RESISTANT PERENNIAL VEGETATION IS ESTABLISHED TO THE POINT WHERE THE SURFACE SOIL IS CAPABLE OF RESISTING EROSION DURING RUNOFF EVENTS. THE STANDARD FOR THIS VEGETATIVE COVER WILL BE UNIFORM COVERAGE OR DENSITY OF 70 PERCENT ACROSS THE DISTURBED AREA.

GENERAL EROSION CONTROL NOTES

1. ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE E&S PLAN. A COPY OF THE DRAWINGS MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. THE DESIGN ENGINEER SHALL BE NOTIFIED OF ANY CHANGES TO THE PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES.
2. AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNERS, APPROPRIATE MUNICIPAL OFFICIALS, AND THE E&S PLAN PREPARER TO AN ON-SITE PRE-CONSTRUCTION MEETING.
3. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.
4. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE DESIGN ENGINEER PRIOR TO IMPLEMENTATION.
5. AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.
6. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPs SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.
7. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.
8. TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED AT THE LOCATION(S) SHOWN ON THE PLAN MAPS(S) IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2H:1V OR FLATTER.
9. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE DESIGN ENGINEER.
10. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENTS SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE.
11. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.
12. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE CONTRACTOR FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.
13. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS.
14. VEHICLES AND EQUIPMENT MAY NEITHER ENTER DIRECTLY NOR EXIT DIRECTLY FROM THE SITE ONTO PRIVATE, TOWNSHIP, COUNTY, OR STATE ROADS EXCEPT THROUGH A ROCK CONSTRUCTION ENTRANCE.
15. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPs SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPs AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADEING, RESEEDING, REMULCHING AND RENETTING MUST BE PERFORMED IMMEDIATELY, IF THE E&S BMPs FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPs, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.
16. A LOG SHOWING DATES THAT E&S BMPs WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.
17. SEDIMENT TRACKED ONTO ANY ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVELED, OR SWEEP INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.
18. ALL SEDIMENT REMOVED FROM BMPs SHALL BE DISPOSED OF IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS.
19. AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES - 6 TO 12 INCHES ON COMPACTED SOILS -PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 6 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUTSLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL.
20. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. ALL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.
21. ALL EARTHEN FILLS SHALL BE PLACED IN COMPACTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.
22. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOIL, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.
23. FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.
24. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.
25. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.
26. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPLETE BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED. SEEDED AREAS WITHIN 50 FEET OF A SURFACE WATER, OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKETED ACCORDING TO THE STANDARDS OF THIS PLAN.
27. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OPERATOR SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR PROTECTIVE BLANKETING SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.
28. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOVEMENTS.
29. E&S BMPs SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE OWNER AND LOCAL MUNICIPALITY.
30. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL MUNICIPALITY FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF THE E&S BMPs.
31. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPs MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE BMPs SHALL BE STABILIZED IMMEDIATELY.
32. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL MUNICIPALITY TO SCHEDULE A FINAL INSPECTION.
33. FAILURE TO CORRECTLY INSTALL E&S BMPs, FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE, OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPs MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE PENNSYLVANIA CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.
34. CONCRETE WASH WATER SHALL BE HANDLED IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS. IN NO CASE SHALL IT BE ALLOWED TO ENTER ANY SURFACE WATERS OR GROUNDWATER SYSTEMS.
35. ALL CHANNELS SHALL BE KEPT FREE OF OBSTRUCTIONS INCLUDING BUT NOT LIMITED TO FILL, ROCKS, LEAVES, WOODY DEBRIS, ACCUMULATED SEDIMENT, EXCESS VEGETATION, AND CONSTRUCTION MATERIAL/WASTES.
36. UNDERGROUND UTILITIES CUTTING THROUGH ANY ACTIVE CHANNEL SHALL BE IMMEDIATELY BACKFILLED AND THE CHANNEL RESTORED TO ITS ORIGINAL CROSS-SECTION AND PROTECTIVE LINING. ANY BASE FLOW WITHIN THE CHANNEL SHALL BE CONVEYED PAST THE WORK AREA IN THE MANNER DESCRIBED IN THIS PLAN UNTIL SUCH RESTORATION IS COMPLETE.
37. CHANNELS HAVING RIPRAP, RENO MATRESS, OR GABION LININGS MUST BE SUFFICIENTLY OVER-EXCAVATED SO THAT THE DESIGN DIMENSIONS WILL BE PROVIDED AFTER PLACEMENT OF THE PROTECTIVE LINING.
38. EROSION CONTROL BLANKETING SHALL BE INSTALLED ON ALL SLOPES 3H:1V OR STEEPER WITHIN 50 FEET OF A SURFACE WATER AND ON ALL OTHER DISTURBED AREAS SPECIFIED ON THE PLAN MAPS AND/OR DETAIL SHEETS.
39. FILL MATERIAL FOR EMBANKMENTS SHALL BE FREE OF ROOTS, OR OTHER WOODY VEGETATION, ORGANIC MATERIAL, LARGE STONES, AND OTHER OBJECTIONABLE MATERIALS. THE EMBANKMENT SHALL BE COMPACTED IN MAXIMUM 8 INCH LAYERED LIFTS AT 95% DENSITY.

SEQUENCE OF CONSTRUCTION

AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES (INCLUDING CLEARING AND GRUBBING), THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNERS, APPROPRIATE MUNICIPAL OFFICIALS, AND THE E&S PLAN PREPARER TO AN ON-SITE PRE-CONSTRUCTION MEETING.

UPON INSTALLATION OR STABILIZATION OF ALL PERIMETER SEDIMENT CONTROL BMPs AND AT LEAST 3 DAYS PRIOR TO PROCEEDING WITH BULK EARTH DISTURBANCE ACTIVITIES, THE PERMITTEE OR CO-PERMITTEE SHALL PROVIDE NOTIFICATION TO THE LOCAL MUNICIPALITY.

AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED BY THE OWNER AND LOCAL MUNICIPALITY PRIOR TO IMPLEMENTATION. EACH STEP OF THE SEQUENCE SHALL BE COMPLETED BEFORE PROCEEDING TO THE NEXT STEP, EXCEPT WHERE NOTED.

UPON COMPLETION OR TEMPORARY CESSATION OF THE EARTH DISTURBANCE ACTIVITY THAT WILL EXCEED 4 DAYS, OR ANY STAGE THEREOF, THE PROJECT SITE SHALL BE IMMEDIATELY STABILIZED WITH THE APPROPRIATE TEMPORARY OR PERMANENT STABILIZATION. HYDROSEEDING IS NOT CONSIDERED STABILIZATION UNTIL IT GERMINATES.

THE PROJECT WILL BE CONSTRUCTED IN ONE STAGE.

STAGE 1 - CONSTRUCTION OF PROPOSED IMPROVEMENTS

1. AFTER THE PRE-CONSTRUCTION MEETING, INSTALL ROCK CONSTRUCTION ENTRANCE AS SHOWN ON THE PLANS. CONSTRUCTION ACCESS FOR CONSTRUCTION OF THE SEDIMENT FACILITIES AND OTHER SITE WORK SHALL ONLY USE THIS ACCESS.
2. STAKEOUT LIMITS OF DISTURBANCE WITH STAKES AND ROPE, OR ORANGE CONSTRUCTION FENCING.
3. INSTALL COMPOST SOCKS. AFTER INSTALLATION, CLEARING AND GRUBBING SHALL ONLY OCCUR IN AREAS NECESSARY TO INSTALL PERIMETER CONTROLS. IMMEDIATELY TEMPORARILY STABILIZE ALL DISTURBED AREAS THAT WILL NOT BE RE-DISTURBED WITHIN 4 DAYS. SILT SOCKS MUST BE MAINTAINED THROUGHOUT THE SITE UNTIL ALL AREAS TRIBUTARY TO THE SILT SOCK ARE PERMANENTLY STABILIZED PER THE STABILIZATION CRITERIA OUTLINED IN THIS PLAN.
4. AFTER ALL BMPs REFERENCED IN STEPS 1-3 ARE INSTALLED AND FUNCTIONING PROPERLY, BEGIN CLEARING AND GRUBBING AREAS NECESSARY FOR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. IMMEDIATELY TEMPORARILY STABILIZE ALL DISTURBED AREAS THAT WILL NOT BE RE-DISTURBED WITHIN 4 DAYS.

UPON COMPLETION OR TEMPORARY CESSATION OF THE EARTH DISTURBANCE ACTIVITY THAT WILL EXCEED 4 DAYS, OR ANY STAGE THEREOF, THE PROJECT SITE SHALL BE IMMEDIATELY STABILIZED WITH THE APPROPRIATE TEMPORARY OR PERMANENT STABILIZATION. AS SOON AS SLOPES, CHANNELS, DITCHES AND OTHER DISTURBED AREAS REACH FINAL GRADES THEY MUST BE STABILIZED.

FILL SLOPES SHOULD BE SEEDED AND MULCHED AT REGULAR VERTICAL INCREMENTS, 15-25 FEET MAXIMUM, AS THE FILL IS BEING CONSTRUCTED.

ANY WATER THAT IS PUMPED FROM WORK AREAS SHALL BE TREATED FOR SEDIMENT REMOVAL BEFORE DISCHARGING OFF-SITE. THIS CAN BE COMPLETED BY PUMPING WATER THROUGH A PUMPED WATER FILTER BAG FOLLOWING THE DETAIL.

5. AFTER ALL BMPs REFERENCED IN STEPS 1-4 ARE INSTALLED AND FUNCTIONING PROPERLY, STRIP AND STOCKPILE TOPSOIL IN AREA INDICATED ON THE PLAN OR AT OTHER FIELD ACCEPTABLE LOCATIONS. MAXIMUM HEIGHT IS THIRTY-FOOT (35) FEET AND SIDE SLOPES SHALL BE 2:1 OR FLATTER. PLACE 8 INCH SILT SOCK BELOW THE STOCKPILES PRIOR TO STOCKPILE OPERATIONS. IMMEDIATELY TEMPORARILY STABILIZE ALL DISTURBED AREAS WHICH WILL NOT BE RE-DISTURBED WITHIN 4 DAYS.
6. AFTER STEPS 1-5 ARE COMPLETED AND ALL BMPs REFERENCED IN STEPS 1-5 ARE INSTALLED AND FUNCTIONING PROPERLY, BEGIN CONSTRUCTION OF IMPROVEMENTS. ELECTRIC UTILITY INSTALLATION SHALL FOLLOW THE UTILITY LINE TRENCH EXCAVATION NOTES ON THIS SHEET.
7. AFTER STEPS 1-6 HAVE BEEN COMPLETED AND FINAL SITE STABILIZATION HAS BEEN ACHIEVED (FOR VEGETATED AREAS UNIFORM 70% PERENNIAL VEGETATIVE COVER OVER THE ENTIRE DISTURBED AREA), ALL TEMPORARY EROSION AND SEDIMENT BMPs REFERENCED IN THIS SEQUENCE MUST BE REMOVED. AREAS DISTURBED DURING REMOVAL OF THE BMPs MUST BE IMMEDIATELY PERMANENTLY STABILIZED.

E&S CONTROLS SHALL NOT BE REMOVED UNTIL AUTHORIZATION IS PROVIDED BY OWNER AND LOCAL MUNICIPALITY.

UTILITY LINE TRENCH EXCAVATION NOTES

1. WORK CREWS AND EQUIPMENT FOR TRENCHING, PLACEMENT OF PIPE, PLUG CONSTRUCTION AND BACKFILLING WILL BE SELF CONTAINED AND SEPARATE FROM CLEARING AND GRUBBING AND SITE RESTORATION AND STABILIZATION OPERATIONS.
2. ALL SOIL EXCAVATED FROM THE TRENCH WILL BE PLACED ON THE UPHILL SIDE OF THE TRENCH.
3. LIMIT DAILY TRENCH EXCAVATION TO THE LENGTH OF PIPE PLACEMENT, PLUG INSTALLATION AND BACKFILLING THAT CAN BE COMPLETED THE SAME DAY.
4. WATER THAT ACCUMULATES IN THE OPEN TRENCH WILL BE COMPLETELY REMOVED BY PUMPING BEFORE PIPE PLACEMENT AND/OR BACKFILLING BEGINS. WATER REMOVED FROM THE TRENCH SHALL BE PUMPED THROUGH A FILTRATION DEVICE.
5. ON THE DAY FOLLOWING PIPE PLACEMENT AND TRENCH BACKFILLING, THE DISTURBED AREA WILL BE GRADED TO FINAL CONTOURS AND IMMEDIATELY STABILIZED.

TEMPORARY CONTROL MEASURES

TEMPORARY CONTROL MEASURES WHICH WERE PREVIOUSLY DISCUSSED ARE AS FOLLOWS:

1. SILT SOCKS BARRIERS SHALL BE PROVIDED TO RETARD RUNOFF AND COLLECT SEDIMENT.
2. TEMPORARY SEEDING OF TOPSOIL, STOCKPILE AREA AND BARE EARTH SHALL BE PROVIDED FOR AREAS WHICH WILL REMAIN UNSTABILIZED.
3. TEMPORARY STONE BALLAST TIRE CLEANERS SHALL BE PROVIDED AT CONSTRUCTION ENTRANCES.
4. SHOULD WORK BE EXTENDED INTO WINTER MONTHS, AND IF TEMPORARY SEEDING IS NOT FEASIBLE, EROSION MAY BE CONTROLLED BY PLACING STRAW MULCH OVER DISTURBED AREAS. THIS MULCH WILL BE MAINTAINED UNTIL WEATHER CONDITIONS PERMIT SEEDING.
5. EROSION CONTROL BLANKETS AND SPILLWAY MATTING ARE PROVIDED TO MITIGATE EROSION WHILE VEGETATION IS ESTABLISHED.
6. INLET PROTECTION IS PROVIDED TO PROTECT PERMANENT STORMWATER FACILITIES DURING CONVERSION ACTIVITIES.
7. CONCRETE WASHOUT AREAS ARE PROVIDED FOR CONCRETE TRUCKS TO EMPTY THEIR LOADS.

MAINTENANCE OF EROSION CONTROL FACILITIES

THE GENERAL CONTRACTOR, OR IN THE ABSENCE OF A GENERAL CONTRACTOR, THE OWNER, SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ALL SOIL EROSION CONTROLS.

THE CONTRACTOR SHALL, AT THE END OF EACH WEEK AS WELL AS EACH RUNOFF EVENT (AT LEAST 0.25 INCH OF RAIN OR EQUIVALENT SNOWMELT), INSPECT ALL DRAINAGE AND EROSION CONTROL FACILITIES TO DETERMINE IF THEY STILL FUNCTION. THE INSPECTION SHALL BE COMPLETED WITHIN 24 HOURS OF THE RUNOFF EVENT AND REPAIRS SHALL BE MADE PROMPTLY. THE INSPECTIONS SHALL BE DOCUMENTED ON DEP FORM 3800-FM-BCW0271D LAST REVISED AND BE KEPT ONSITE AT ALL TIMES.

ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENTS SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1, AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THE SITE. ANY SILT OR SEDIMENT MAY BE PLACED IN LANDSCAPED AREAS AND IMMEDIATELY STABILIZED.

ROCK CONSTRUCTION ENTRANCES THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

COMPOST FILTER SOCKS SHALL BE CLEARED OF ACCUMULATED SEDIMENT WHEN IT REACHES HALF THE ABOVEGROUND HEIGHT OF THE SOCK AND DISPOSED OF AS SPECIFIED IN GENERAL NOTES. SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURERS REPAIR SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION. PHOTOGRAPHABLE SOCKS SHALL BE REPLACED AFTER 6 MONTHS; PHOTOGRAPHABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER RECOMMENDATIONS.

CONCRETE WASHOUT FACILITIES SHOULD BE INSPECTED DAILY. DAMAGED OR LEAKING WASHOUTS SHOULD BE DEACTIVATED AND REPAIRED OR REPLACED IMMEDIATELY. ACCUMULATED MATERIALS SHOULD BE REMOVED WHEN THEY REACH 50% CAPACITY. IMPERVIOUS GEOMEMBRANE LINERS SHOULD BE REPLACED WITH EACH CLEANING OF THE WASHOUT FACILITY.

PUMPED WATER FILTER BAGS SHALL BE INSPECTED DAILY. IF ANY PROBLEM IS DETECTED PUMPING SHALL CEASE IMMEDIATELY AND NOT RESUME UNTIL THE PROBLEM IS CORRECTED. FILTER BAGS SHALL BE REPLACED WHEN THEY BECOME HALF FULL OF SEDIMENT. SPARE BAGS SHALL BE KEPT AVAILABLE FOR REPLACEMENT OF THOSE THAT HAVE FAILED OR ARE NEAR FILLED. BAGS SHALL BE PLACED ON STRAPS TO FACILITATE REMOVAL UNLESS BAGS COME WITH LIFTING STRAPS ALREADY ATTACHED.

EROSION CONTROL BLANKETED AREAS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT UNTIL PERENNIAL VEGETATION IS ESTABLISHED TO A MINIMUM UNIFORM 70% VEGETATIVE COVERAGE THROUGHOUT THE BLANKETED AREA. DAMAGED OR DISPLACED BLANKETS SHALL BE RESTORED OR REPLACED WITHIN 4 CALENDAR DAYS.

VEGETATIVE STABILIZATION SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. ANY AREAS THAT DO NOT MEET UNIFORM 70% VEGETATIVE COVERAGE SHALL BE RE-SEEDED AND FERTILIZED FOLLOWING THE SEEDING SPECIFICATIONS DETAIL. ANY EROSION ENCOUNTERED SHALL BE IMMEDIATELY REPAIRED BY ADDING TOPSOIL, SEEDING AND MULCH.

INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINGED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR CLOGGED BAGS SHALL BE REPLACED IF THEY ARE CLOGGED OR CLOGGED BAGS SHALL BE REPLACED IF THEY ARE CLOGGED. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE OF ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE GENERAL NOTES.

BROAD BASED DIPS SHALL BE INSPECTED DAILY. DAMAGED OR NON-FUNCTIONING DIPS SHALL BE REPAIRED BY THE END OF THE WORKING DAY, BY RESTORING THE DIP TO THE DESIGN CONDITION.

WHEN THE ENTIRE PROJECT HAS BECOME STABILIZED, AND AFTER AUTHORIZATION FROM THE OWNER AND MUNICIPALITY, ANY TEMPORARY SEDIMENT AND EROSION CONTROLS SHALL BE REMOVED AND THE AREAS STABILIZED.

CLEAN FILL NOTES

IF THE SITE WILL NEED TO IMPORT OR EXPORT MATERIAL FROM THE SITE, THE RESPONSIBILITY FOR PERFORMING ENVIRONMENTAL DUE DILIGENCE AND DETERMINATION OF CLEAN FILL WILL REST WITH THE DEVELOPER.

CLEAN FILL IS DEFINED AS: UNCONTAMINATED, NON-WATER SOLUBLE, NON-DECOMPOSABLE, INERT, SOLID MATERIAL. THE TERM INCLUDES SOIL, ROCK, STONE, DREDGED MATERIAL, USED ASPHALT, AND BRICK, BLOCK OR CONCRETE FROM CONSTRUCTION AND DEMOLITION ACTIVITIES THAT IS SEPARATE FROM OTHER WASTE AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS OTHERWISE AUTHORIZED. (THE TERM "USED ASPHALT" DOES NOT INCLUDE MILLED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR RE-USE).

CLEAN FILL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE: FILL MATERIALS AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE STILL QUALIFIES AS CLEAN FILL PROVIDED THE TESTING REVEALS THAT THE FILL MATERIAL CONTAINS CONCENTRATIONS OF REGULATED SUBSTANCES THAT ARE BELOW THE RESIDENTIAL LIMITS IN TABLES FP-1A AND FP-1B FOUND IN THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".

ANY PERSON PLACING CLEAN FILL THAT HAS BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE MUST USE FORM FP-001 TO CERTIFY THE ORIGIN OF THE FILL MATERIAL AND THE RESULTS OF THE ANALYTICAL TESTING TO QUALIFY THE MATERIAL AS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE OWNER OF THE PROPERTY RECEIVING THE FILL. A COPY OF FORM FP-001 CAN BE FOUND AT THE END OF THESE INSTRUCTIONS.

ENVIRONMENTAL DUE DILIGENCE: THE APPLICANT MUST PERFORM ENVIRONMENTAL DUE DILIGENCE TO DETERMINE IF THE FILL MATERIALS ASSOCIATED WITH THE PROJECT QUALIFY AS CLEAN FILL. ENVIRONMENTAL DUE DILIGENCE IS DEFINED AS: INVESTIGATIVE TECHNIQUES, INCLUDING, BUT NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OR AUDITS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PAST LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPENDIX A OF THE DEPARTMENT'S POLICY "MANAGEMENT OF FILL".

FILL MATERIAL THAT DOES NOT QUALIFY AS CLEAN FILL IS REGULATED FILL. REGULATED FILL IS WASTE AND MUST BE MANAGED IN ACCORDANCE WITH THE DEPARTMENT'S MUNICIPAL OR RESIDUAL WASTE REGULATIONS BASED ON 25 PA. CODE CHAPTERS 287 RESIDUAL OR 271 MUNICIPAL WASTE MANAGEMENT, WHICHEVER IS APPLICABLE. THESE REGULATIONS ARE AVAILABLE ON-LINE AT WWW.PACODE.COM.

CONSTRUCTION NOTICE

THIS NARRATIVE SHALL HANG ON A PEG ABOVE OR ALONG SIDE THE DRAWING/SHEET BOARD SO THAT IT WILL BE A READY REFERENCE TO ALL PARCEL ACTIVITY.

REVISIONS

IF ANY CHANGES ARE TO BE MADE TO THE LIMITS OF DISTURBANCE OR TO THE EROSION AND SEDIMENT CONTROL PLAN, THE BUILDER OR LANDOWNER WILL CONTACT THE DESIGN ENGINEER AND LOCAL MUNICIPALITY FOR THE ADEQUACY OF THESE CHANGES.

PLAN PREPARER

FILL SLOPES WAS PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, LLC HAVING EXPERIENCE PREPARING SOIL EROSION CONTROL PLANS OF SMALLER, SIMILAR AND LARGER SIZES. IF THERE ARE ANY QUESTIONS REGARDING THE E&S PLANS CONTACT VAN CLEEF ENGINEERING ASSOCIATES, LLC, AT 610-323-4040.

EXISTING FEATURES LEGEND

- BOUNDARY LINE
- ADJOINER LINE
- CURB LINE
- PAINTED LINE
- CONTOURS
- TREES
- SANITARY SEWER MAIN
- SANITARY SEWER LATERAL
- SANITARY SEWER MANHOLE
- STORM SEWER PIPING
- STORM SEWER INLET
- STORM SEWER MANHOLE
- WATER MAIN
- TELEPHONE SERVICE LINE
- ELECTRIC SERVICE LINE
- SIGN

SLANTED TEXT DENOTES EXISTING FEATURE

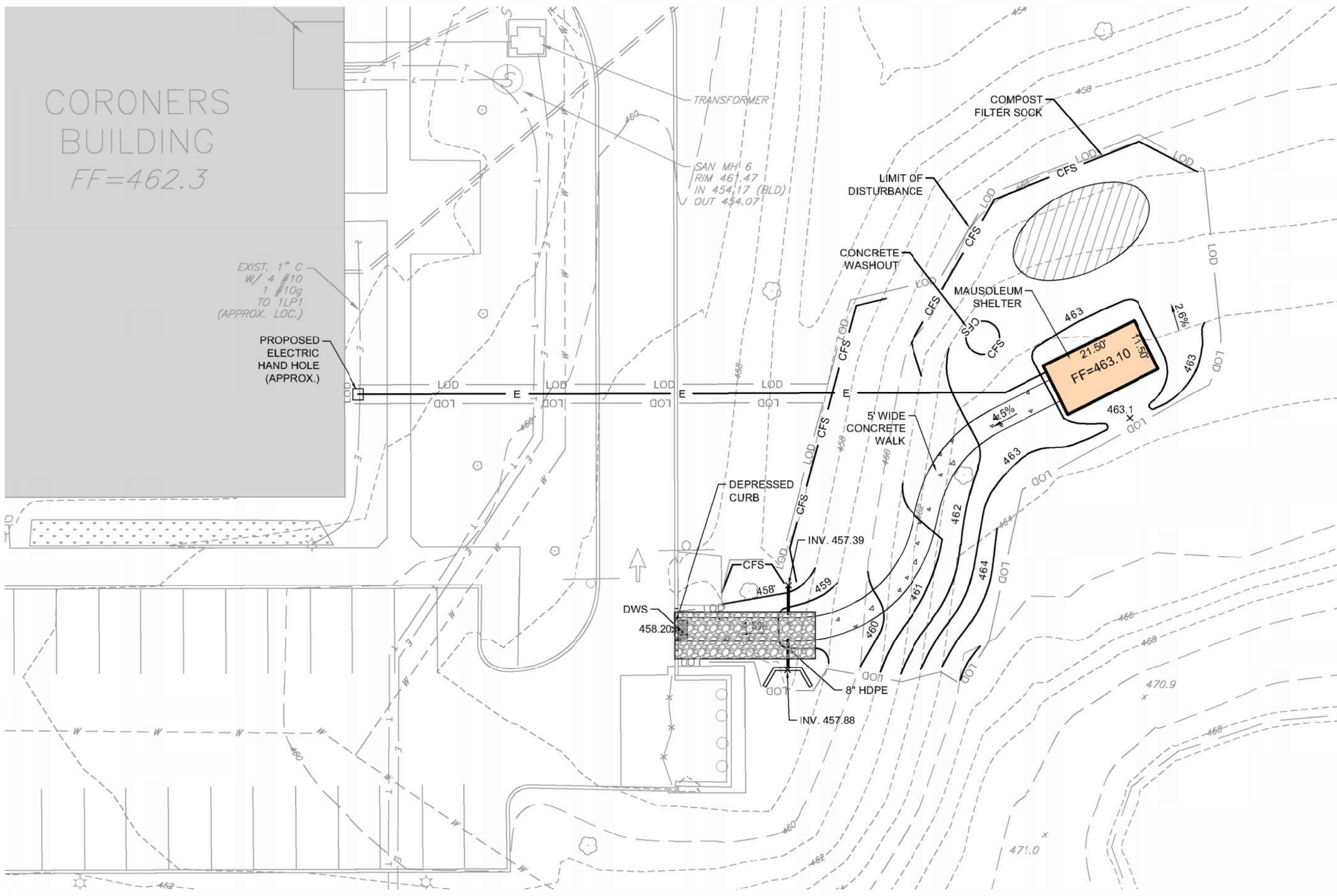
PROPOSED FEATURES LEGEND

- BUILDING
- EDGE OF CONCRETE WALK
- DETECTABLE WARNING STRIP
- CONCRETE
- STORMWATER PIPE
- UNDERGROUND ELEC.
- SWALE DIRECTION
- SPOT ELEVATION
- CONTOUR

VERTICAL TEXT DENOTES PROPOSED FEATURE

EROSION CONTROL LEGEND

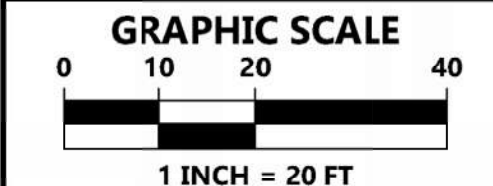
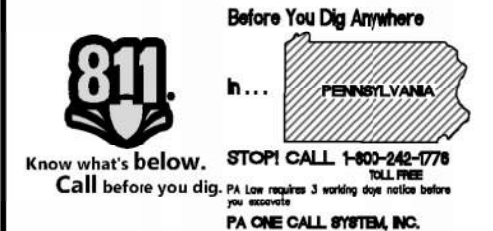
- ROCK CONSTRUCTION ENTRANCE
- TOPSOIL STOCKPILE
- COMPOST FILTER SOCK (8" UNLESS OTHERWISE NOTED)
- LIMIT OF DISTURBANCE



COUNTY OF MONTGOMERY
ONE MONTGOMERY PLAZA, SUITE 800
P.O. BOX 311
NORRISTOWN, PA 19404-0311

REV DESCRIPTION AUTH DATE

SERIAL NO. 20210062987



PLAN NOTATION
ONLY THE PLANS WHICH CONTAIN A DIGITAL, IMPRESSED, OR COLORED INK SEAL OF THE RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE PROJECT AND IS NOT TO BE REUSED, MODIFIED, REVISION, REPLICATION, OR USE WITHOUT WRITTEN CONSENT OF VAN CLEEF ENGINEERING ASSOCIATES IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.

CHAD E. CAMBURN, P.E. DATE
PENNSYLVANIA PROFESSIONAL ENGINEER NUMBER 0589551

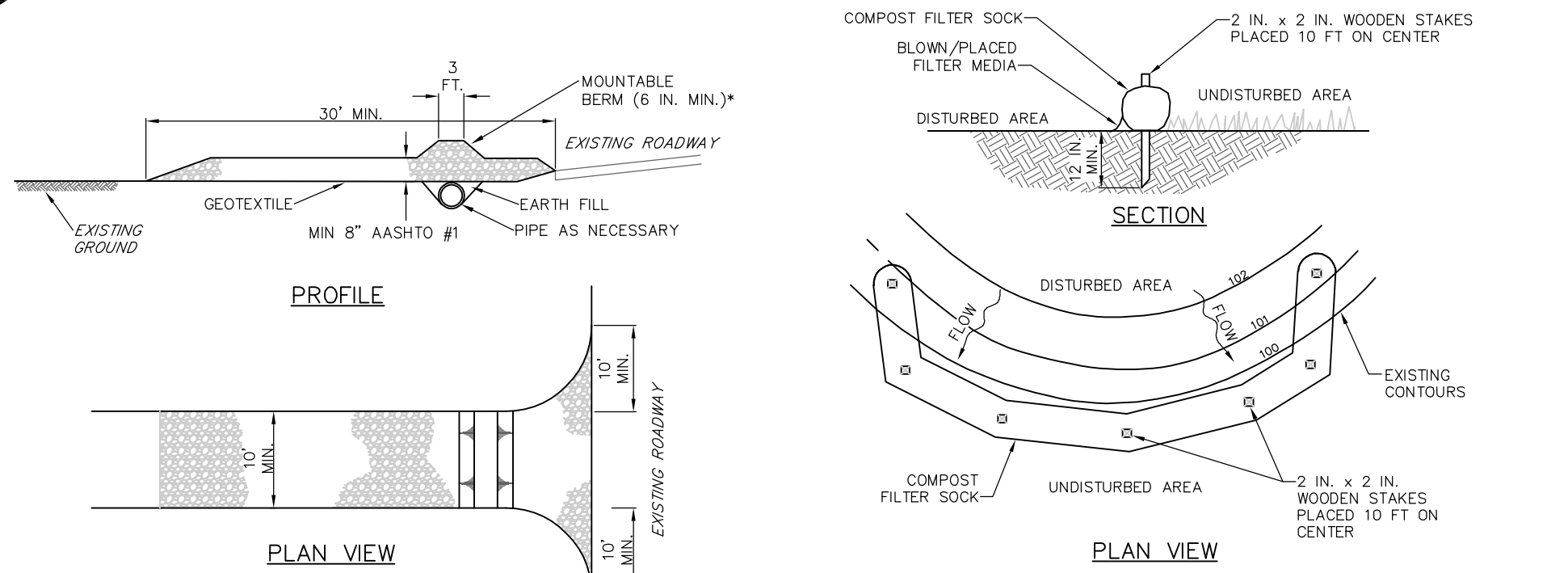


EROSION AND SEDIMENT CONTROL PLAN
for
CORONER MAUSOLEUM
MONTGOMERY COUNTY

DATE: 3/13/26
SCALE: 1" = 20'
DESIGNED BY:
DRAWN BY: AJK
CHECKED BY: CEC
JOB NUMBER: 147507

MAUSOLEUM
CONSTRUCTION PLANS
LOWER PROVIDENCE TOWNSHIP
MONTGOMERY COUNTY, PA

ISSUED FOR BID



* MOUNTABLE BERM USED TO PROVIDE PROPER COVER FOR PIPE

REMOVE TOPSOIL PRIOR TO INSTALLATION OF ROCK CONSTRUCTION ENTRANCE. EXTEND ROCK OVER FULL WIDTH OF ENTRANCE.

RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.

MOUNTABLE BERM SHALL BE INSTALLED WHEREVER OPTIONAL CULVERT PIPE IS USED AND PROPER PIPE COVER AS SPECIFIED BY MANUFACTURER IS NOT OTHERWISE PROVIDED. PIPE SHALL BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED.

MAINTENANCE: ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE IMMEDIATELY. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50 FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH PACK. WASHING THE ROADWAY OR SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWERS, CULVERTS, OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE.

ROCK CONSTRUCTION ENTRANCE

NOT TO SCALE

NOTES:

SOCK FABRIC SHALL MEET STANDARDS OF TABLE 4.1 OF THE PA DEP EROSION CONTROL MANUAL. COMPOST SHALL MEET THE STANDARDS OF TABLE 4.2 OF THE PA DEP EROSION CONTROL MANUAL.

COMPOST FILTER SOCK SHALL BE PLACED AT EXISTING LEVEL GRADE. BOTH ENDS OF THE BARRIER SHALL BE EXTENDED AT LEAST 8 FEET UP SLOPE AT 45 DEGREES TO THE MAIN BARRIER ALIGNMENT. MAXIMUM SLOPE LENGTH ABOVE ANY BARRIER SHALL NOT EXCEED THAT SPECIFIED FOR THE SIZE OF THE SOCK AND THE SLOPE OF ITS TRIBUTARY AREA.

TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.

ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED IN THE MANNER DESCRIBED ELSEWHERE IN THE PLAN.

COMPOST FILTER SOCKS SHALL BE INSPECTED WEEKLY AND AFTER EACH RUNOFF EVENT. DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.

BIODEGRADABLE COMPOST FILTER SOCKS SHALL BE REPLACED AFTER 6 MONTHS;

PHOTODEGRADABLE SOCKS AFTER 1 YEAR. POLYPROPYLENE SOCKS SHALL BE REPLACED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.

UPON STABILIZATION OF THE AREA TRIBUTARY TO THE SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR REMOVED. IN THE LATTER CASE, THE MESH SHALL BE CUT OPEN AND THE MULCH SPREAD AS A SOIL SUPPLEMENT.

STANDARD CONSTRUCTION DETAIL #4-1 COMPOST FILTER SOCK

NOT TO SCALE

TABLE 4.1 – COMPOST SOCK FABRIC MINIMUM SPECIFICATIONS					
MATERIAL TYPE	3 MIL HDPE	5 MIL HDPE	5 MIL HDPE	MULTI-FILAMENT POLYPROPYLENE (MFPF)	HEAVY DUTY MULTI-FILAMENT POLYPROPYLENE (HMFPP)
MATERIAL CHARACTERISTICS	PHOTO-DEGRADABLE	PHOTO-DEGRADABLE	BIO-DEGRADABLE	PHOTO-DEGRADABLE	PHOTO-DEGRADABLE
SOCK DIAMETERS	12" 18"	12" 18" 24" 32"	12" 18" 24" 32"	12" 18" 24" 32"	18" 24" 32"
MESH OPENING	3/8"	3/8"	3/8"	3/8"	1/8"
TENSILE STRENGTH		26 PSI	26 PSI	44 PSI	202 PSI
ULTRAVIOLET STABILITY % ORIGINAL STRENGTH (ASTM G-155)	% AT 1000 HR	23% AT 1000 HR		100% AT 1000 HR	100% AT 1000 HR
MINIMUM FUNCTIONAL LONGEVITY	6 MONTHS	9 MONTHS	6 MONTHS	1 YEAR	2 YEARS
TWO-PLY SYSTEMS					
INNER CONTAINMENT NETTING	HOPE BIAXIAL NET CONTINUOUSLY WOUND				
	FUSION-WELDED JUNCTURES				
	3/4" X 3/4" MAX. APERTURE SIZE				
OUTER FILTRATION MESH	COMPOSITE POLYPROPYLENE FABRIC (WOVEN LAYER & NON-WOVEN FLEECE MECHANICALLY FUSED VIA NEEDLE PUNCH)				
	3/16" MAX. APERTURE SIZE				
SOCK FABRICS COMPOSED OF BURLAP MAY BE USED ON PROJECTS LASTING 6 MONTHS OR LESS					

TABLE 4.2 - COMPOST STANDARDS	
ORGANIC MATTER CONTENT	25% - 100% (DRY WEIGHT BASIS)
ORGANIC PORTION	FIBROUS AND ELONGATED
PH	5.5 - 8.5
MOISTURE CONTENT	30% - 60%
PARTICLE SIZE	30%-50% PASS THROUGH 3/8" SIEVE
SOLUBLE SALT CONCENTRATION	5.0dS/m (mmhos/cm) MAXIMUM

TOPSOIL APPLICATION

1 GRADED AREAS SHOULD BE SCARIFIED OR OTHERWISE LOOSENED TO A DEPTH OF 3 TO 5 INCHES TO PERMIT BONDING OF THE TOPSOIL TO THE SURFACE AREAS AND TO PROVIDE A ROUGHENED SURFACE TO PREVENT TOPSOIL FROM SLIDING DOWN SLOPE.

2 TOPSOIL SHOULD BE UNIFORMLY DISTRIBUTED ACROSS THE DISTURBED AREA TO A DEPTH OF 4 TO 8 INCHES MINIMUM - 2 INCHES ON FILL OUTSLOPES. SPREADING SHALL BE DONE IN SUCH A MANNER THAT SODDING OR SEEDING CAN PROCEED WITH A MINIMUM OF ADDITIONAL PREPARATION OF TILLAGE. IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOIL PLACEMENT SHOULD BE CORRECTED IN ORDER TO PREVENT FORMATION OF DEPRESSIONS UNLESS SUCH DEPRESSIONS ARE PART OF THE PCSM PLAN.

3 TOPSOIL SHOULD NOT BE PLACED WHILE THE TOPSOIL IS IN A FROZEN OR MUDDY CONDITION, WHEN THE SUBSOIL IS EXCESSIVELY WET, OR IN A CONDITION THAT MAY OTHERWISE BE DETRIMENTAL TO PROPER GRADING AND SEEDBED PREPARATION. COMPACTED SOILS SHOULD BE SCARIFIED 6 TO 12 INCHES ALONG CONTOUR WHEREVER POSSIBLE PRIOR TO SEEDING.

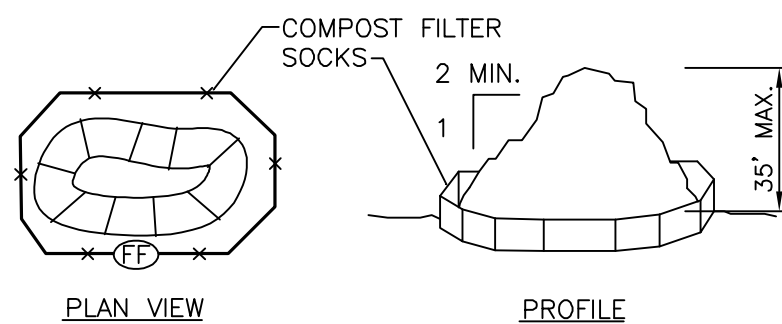
4 TOPSOIL SHALL HAVE A PH RANGE OF 5.5 TO 7.5, CONTAIN NOT LESS THAN 2% OR MORE THAN 10% ORGANIC MATTER, AND BE FREE OF STONES 1 INCH OR LARGER IN ANY DIMENSION AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH. THE CONTRACTOR SHALL FOLLOW THE GUIDANCE OF A DIRECTED SOIL TEST(S) TO ENSURE PROPER TOPSOIL ADDITIVES FOR VEGETATIVE COVER.

TABLE 11.1 Cubic Yards of Topsoil Required for Application to Various Depths		
Depth (in)	Per 1,000 Square Feet	Per Acre
1	3.1	134
2	6.2	268
3	9.3	403
4	12.4	537
5	15.5	672
6	18.6	806
7	21.7	940
8	24.8	1,074

Adapted from VA DSWC

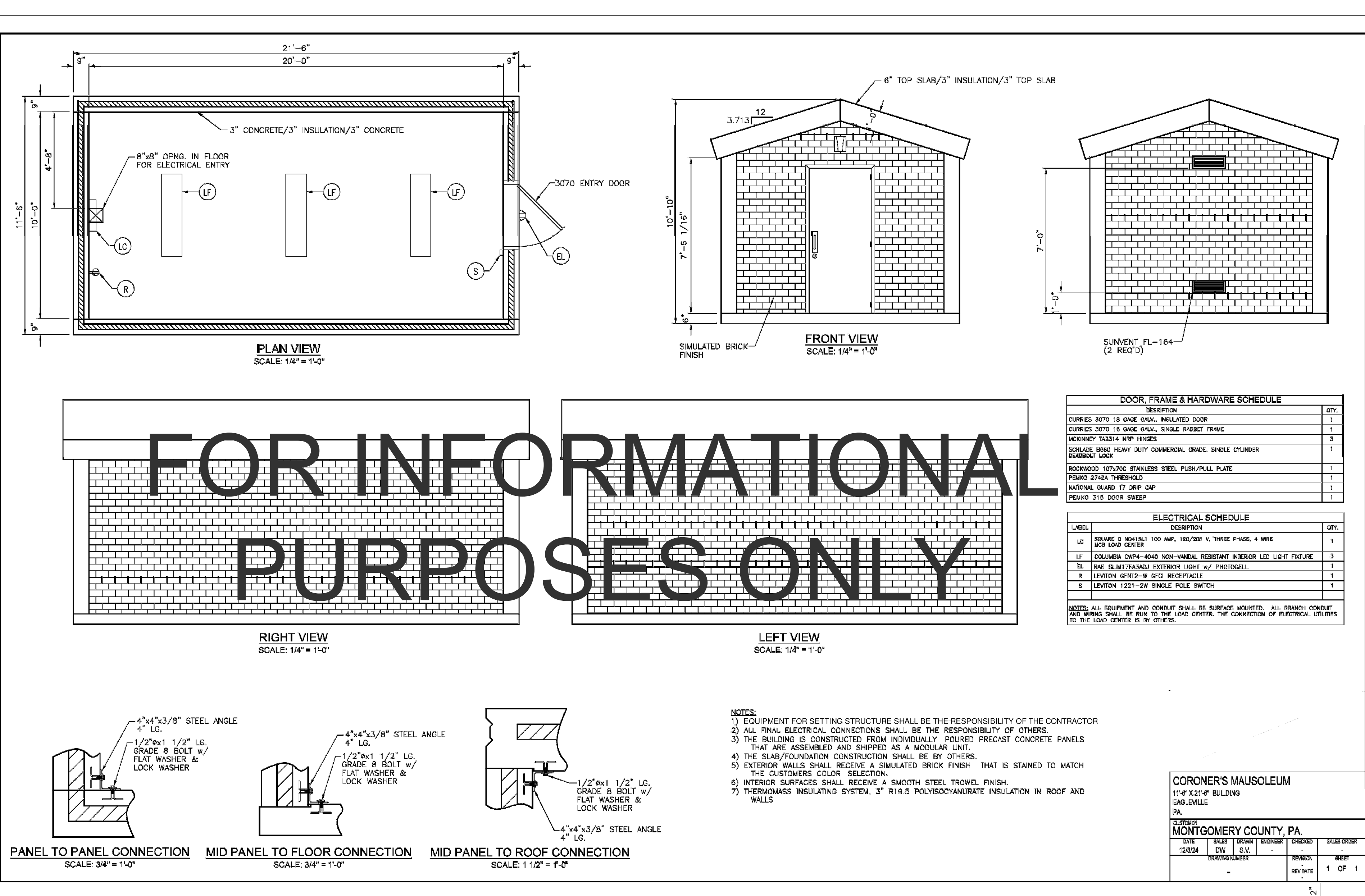
NOTES:

1. COMPOST FILTER SOCK MUST BE PLACED AROUND THE PERIMETER OF ALL STOCKPILES.
2. IMMEDIATELY APPLY TEMPORARY SEEDING TO ALL STOCKPILES WHICH WILL REMAIN IN PLACE 20 DAYS OR MORE.
3. TRAFFIC SHALL NOT BE PERMITTED TO CROSS COMPOST FILTER SOCKS.
4. STOCKPILES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAIN EVENT. TEMPORARY SEEDING SHALL BE APPLIED AS NEEDED AND DAMAGED SOCKS SHALL BE REPAIRED ACCORDING TO MANUFACTURER'S SPECIFICATIONS OR REPLACED WITHIN 24 HOURS OF INSPECTION.



TOPSOIL STOCKPILE DETAIL

N.T.S.



DOOR, FRAME & HARDWARE SCHEDULE		
DESCRIPTION	QTY.	
CURRIES 3070 18 GAGE GALV., INSULATED DOOR	1	
CURRIES 3070 18 GAGE GALV., SINGLE RABBIT FRAME	1	
LOCKSET TASTA VEP THUMB	3	
SCHLAGE BR6C HEAVY DUTY COMMERCIAL GRADE, SINGLE CYLINDER DEADBOLT LOCK	1	
ROCKWOOL 107X70C STAINLESS STEEL PUSH/PULL PLATE	1	
ROUND STAIN THRESHOLD	1	
NATIONAL GUARD 17 DRIP CAP	1	
PEMAK 315 DOOR SWEEP	1	

ELECTRICAL SCHEDULE		
DESCRIPTION	QTY.	
LC SOURCE 0 NDA18L1 100 AMP, 120/208 V, THREE PHASE, 4 WIRE MCB LOAD CENTER	1	
LF COLLUMER CWP-4040 NON-VANDAL RESISTANT INTERIOR LED LIGHT FIXTURE	3	
EL BAE SLIM77X35MM EXTERIOR LIGHT w/ PHOTOCELL	1	
R LEVITON GFI72-W GFCI RECEPTACLE	1	
S LEVITON 1221-2W SINGLE POLE SWITCH	1	

NOTES: ALL EQUIPMENT AND CONDUIT SHALL BE SURFACE MOUNTED. ALL BRANCH CONDUIT AND WIRING SHALL BE RUN TO THE LOAD CENTER. THE CONNECTION OF ELECTRICAL UTILITIES TO THE LOAD CENTER IS BY OTHERS.

CORONER'S MAUSOLEUM
1154" X 214" BUILDING
SABLEVILLE
PA

MONTGOMERY COUNTY, PA					
DATE	DW	S.V.	REVISION	REDATE	SHEET
12/24	-	-	1	OF 1	1

COUNTY OF MONTGOMERY

ONE MONTGOMERY PLAZA, SUITE 800

P.O. BOX 311

NORRISTOWN, PA 19404-0311

REV

DESCRIPTION

AUTH

DATE

SERIAL NO. 20210062987

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PA ONE CALL SYSTEM INC.

GRAPHIC SCALE

0 10 20 40

1 INCH = 20 FT

PLAN NOTATION

ONLY THOSE PLANS WHICH CONTAIN A DIGITAL, IMPRESSED, OR COLORED INK SEAL OF THE RESPONSIBLE PROFESSIONAL SHALL BE CONSIDERED VALID. THIS PLAN HAS BEEN SPECIFICALLY PREPARED FOR THE DESIGNER DESIGNATED HEREIN. ANY MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE WRITTEN CONSENT OF VAN CLEEF ENGINEERING ASSOCIATES IS PROHIBITED. RELIANCE ON THIS PLAN FOR ANY PURPOSE OTHER THAN THAT WHICH IS INTENDED SHALL BE AT THE SOLE DISCRETION AND LIABILITY OF THE APPLICABLE PARTY.

CHAD E. CAMBURN, P.E.

PENNSYLVANIA PROFESSIONAL ENGINEER NUMBER P050553

DATE

Van Cleef

ENGINEERING WITH FOCUS

VAN CLEEF ENGINEERING ASSOCIATES, LLC

2129 EAST HIGH STREET, POTTSTOWN, PA 19464

WWW.VANCLEEFENGINEERING.COM

PHONE (484) 941-0432

DETAILS PLAN

for

CORONER MAUSOLEUM

MONTGOMERY COUNTY

DATE: 3/13/26

SCALE: 1" = 20'

DESIGNED BY: CEC

DRAWN BY: AIK

CHECKED BY: CEC

JOB NUMBER: 147507

MAUSOLEUM CONSTRUCTION PLANS

LOWER PROVIDENCE TOWNSHIP MONTGOMERY COUNTY, PA

3 of 3