

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

412 Boulevard of the Allies Pittsburgh, PA 15219

MOKA RETAINING WALL

Construction Contract

JUNE 2022

MOKA RETAINING WALL

Construction Contract

INDEX

Invitation for Bids	Performance Bond
Instructions to Bidders	General Conditions Part I
Bid Form	General Conditions Part II
Bid Bond	Subcontractor Qualifications
Non-Collusion Affidavit	Waiver of Mechanics Liens for Subcontractor/Sub- Subcontractor
Employment Verification Act	Conditional Final Waiver of Liens and Claims and Affidavit of Payment
Non-Discrimination/Sexual Harassment Clause	Wage Determination Decision
Certificate Regarding Lobbying Agreement	Contractor Integrity Provisions
Bidder's Qualifications	Special Conditions Parts I and II
Waiver of Mechanics Liens for Contractor	COVID-19 Indemnity
Labor & Materialmen's Bond	Technical Specifications
	Drawings

INVITATION FOR BIDS

The **URBAN REDEVELOPMENT AUTHORITY** of Pittsburgh (URA) will receive bids from qualified contractors for the construction of a retaining wall (MOKA RETAINING WALL) located at 502 Soho Street in the Bluff/Uptown neighborhood of the City of Pittsburgh, and all work incidental thereto required to complete the **MOKA RETAINING WALL**, until 11:00 a.m. prevailing time on the 24th of June 2022, via Ion Wave Technology (IWT) bid procurement website (<https://ura.ionwave.net/Login.aspx>).

Contract documents will be available after 1:00 p.m. on Monday, June 06, 2022, *only* on IWT. Paper copies will not be available for pickup. Contract documents will not be mailed. Bids will *only* be accepted through IWT.

A pre-bid meeting will be held ON SITE (502 SOHO STREET) on Friday, June 10, 2022, at 9:00 a.m. Please email Zainab Al Kafage, Project Engineer zalkafage@ura.org, to obtain additional information about this meeting. All interested parties are strongly encouraged to attend.

Questions: Questions concerning the bid documents may *only* be submitted through the IWT bidding platform. Questions will be answered in a timely manner until five (5) business days prior to the due date.

A certified check or bank draft payable to the order of the Urban Redevelopment Authority of Pittsburgh, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond, executed by the Bidder and an acceptable surety in a dollar amount equal to 5% of the total bid, shall be submitted. Each bid submittal must include the Bid, Non-collusion Affidavit of Prime Bidder, Bid Bond, Statement of Bidders' Qualifications, and Certification of Minority and Women's Participation with Exhibits.

Wages paid on this project shall not be less than the prevailing wages determined by the Commonwealth of Pennsylvania Department of Labor and Industry as set forth in the contract documents.

The Contractor will be required to comply with all applicable Equal Employment Opportunity requirements. The Contractor must assure that applicants and employees are not discriminated against based on race, color, religion, disability, ancestry, national origin, age, sexual preference, sexual orientation, gender identity, gender expression, or political and/or union affiliation.

The Urban Redevelopment Authority of Pittsburgh requires that all bidders complete and submit Certification of Minority and Women's Participation with Exhibits.

The Urban Redevelopment Authority of Pittsburgh reserves the right to reject any or all bids or to waive any informality in the bidding.

Bids may be held by the Urban Redevelopment Authority of Pittsburgh for a period not to exceed ninety (90) days from the date of opening of bids for the purpose of reviewing the bids prior to awarding the Contract.

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

By _____ Greg Flisram _____

Title _____ Executive Director _____

Date _____ June 06, 2022 _____

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Documents, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the URA. Any inquiry received seven or more days prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the URA and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed or faxed to each person holding Contract Documents, but it shall be the bidder's responsibility to make inquiry as to the Addenda issued. All such addenda shall become part of the Contract, and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3. INSPECTION OF SITE

- a. Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor and shall fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The bidder shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the URA will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.
- b. It is not unlikely that subsurface structures, unknown to the URA, abandoned, or filled in, still exist at some locations and will be encountered. The URA has collected data from record drawings regarding the supposed location of many subsurface structures; but the actual location and existence of these, except as indicated on the drawings, are unknown to the URA.
- c. It is understood and agreed that the URA does not warrant or guarantee that the materials and conditions encountered during construction will be even approximately the same as those indicated by boring samples or on the drawings. The Bidder must satisfy himself regarding the character, quantities and conditions of the various materials and the work to be done and assume the risk of all discrepancies between the information given and the actual conditions encountered.
- d. It is further understood and agreed that the Bidder or the Contractor will not use any of the information made available to him, or obtained in any examination made by him, in any

manner as a basis or ground of claim or demand of any nature against the URA or the Engineer, arising from or by any reason of the variance which may exist between the information offered and the actual materials or structures encountered during the construction work.

4. ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested by the contract documents.

5. BIDS

- a. All Bids must be submitted on forms supplied by the URA and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit, the Statement of Bidder's Qualifications, and Certificate of Minority Participation shall be submitted on IWT and clearly labeled with the words "Site Preparation Bid Documents", project number (if any), name of Bidder, and the date and time of bid opening.
- c. The URA may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.
- d. If the contract is awarded, it will be awarded by the URA to a responsible Bidder on the basis of the lowest total bid which shall be the sum of the base bid plus the selected alternative bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- e. Each Bidder shall include in his Bid the following information:

Principals

Names

Employment Identification Numbers

Home addresses, including City, State and Zip Code

Firm

Name

Treasury Number

Address

City, State and Zip Code

6. BID GUARANTY

- a. The Bid must be accompanied by a Bid Guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder the guaranty may be a certified check, bank draft, negotiable U.S. Government Bond (at par value), or a Bid Bond on the form attached. Bid Bonds submitted on any form other than that attached will not be

accepted and the Bid will be rejected. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. A certified check or bank draft must be made payable to the order of the Urban Redevelopment Authority of Pittsburgh. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid Bonds, and negotiable U.S. Government Bonds of unsuccessful bidders will be returned as soon as practical after the opening of the Bids.

7. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to the URA for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103 hereof.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in the Site Preparation, his organization and equipment available for and to be placed upon the work contemplated. The URA shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the contract including the obligation for an Affirmative Action Program (see IB-5, Section 17) under the Contract and the Bidder shall furnish the URA all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the URA that the Bidder is qualified to carry out properly the terms of the Contract. Bidder acknowledges that if its bid is determined to be the low bid, URA may require the submission by the Bidder to URA of a detailed financial statement prior to the award of contract.

9. UNIT PRICES

- a. The unit price for each of the several items in the proposal of each Bidder shall include its prorated share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the

quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

- b. Bids in which unit prices are unbalanced may be rejected for that reason alone.

10. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signatures of the Bidder.

11. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will be securely kept, and sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the URA that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while modifications of Bids may be received electronically, as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection. Any modification should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the URA until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the modification.

12. OPENING OF BIDS

At the time and place fixed for the opening of Bids, the URA will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any e-mail withdrawal over the signature of the Bidder is sent to the URA officer noted in the Bid Invitation via phone or email prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The URA, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. The URA reserves the right to consider as unqualified to do the work of general construction

any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Site Preparation Contract.

- c. Under the terms of its cooperation agreement with the City of Pittsburgh, the URA reserves the right to consider as unqualified to do the work of general construction any Bidder whose work in the past has not been satisfactory to the City of Pittsburgh.

15. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the URA an Agreement in the form included in the Contract Documents in such number of copies as the URA may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and also an additional bond in the equivalent penal sum for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to, that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and the total penal sum shall be within the maximum specified for such company in said Circular 570. This bond shall be endorsed to the City of Pittsburgh by the Urban Redevelopment Authority of Pittsburgh for the use of the City of Pittsburgh in the enforcement of guarantees after this project is accepted by the City of Pittsburgh.
- c. The failure of the successful Bidder to execute such Agreement and to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the URA may grant, based upon reasons determined sufficient by the URA, shall constitute a default, and the URA may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the URA for a refund.

16. WAGES AND SALARIES

- a. Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II.
- b. The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week,

overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

17. EQUAL EMPLOYMENT OPPORTUNITY

- a. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against on the basis of race, color, religious creed, ancestry, national origin, age, handicap or sexual orientation, gender identity, or gender expression.
- b. The Contractor is required to have in operation an Affirmative Action Program to insure meaningful employment of persons from minority groups among the Contractor's and its subcontractor's employees and among all trade classifications which may be used in the execution of the contract. The Contractor will be required to prepare a written Affirmative Action Plan outlining his Affirmative Action Program for approval by the Urban Redevelopment Authority of Pittsburgh.

18. PERMITS

It shall be the responsibility of the Contractor to secure all permits required by all local government agencies for all work performed under this contract.

19. FICTITIOUS NAME REGISTRATION

Where the contract is made by an individual or individuals doing business under a fictitious name, there shall be attached to the contract a certificate showing that such individual or individuals are duly registered under the Fictitious Names Act of the Commonwealth of Pennsylvania. Such certificate in as many copies as may be required shall be furnished to the URA by the successful Bidder prior to the signing of the Contract.

20. ENVIRONMENTAL PROTECTION

The bidder's attention is called to the Act of 1972 of the Pennsylvania Legislature entitled "Environmental Impact Statement" relating to provisions of environmental pollution and preservation of public natural resources in construction projects. The bidder's attention is also called to the Congressional Acts entitled "National and Environmental Policies," Act of 1970 and "Noise Control Act of 1972." Pollution includes but is not limited to noise, dust and water contamination. It is suggested that bidders contact the local office of the U.S. Environmental Protection Agency for instructions. Compliance with the provisions of the above laws are required by the successful bidder under its contract with this Authority.

MOKA RETAINING WALL

TO: Urban Redevelopment Authority of Pittsburgh
412 Boulevard of the Allies, Suite 901
Pittsburgh, PA 15219

Gentlemen:

1. The undersigned, having familiarized (himself/herself) (themselves) (itself) with the existing conditions of the Project Area affecting the cost of the work, and with the Contract Documents, which include Invitation for Bids, Instruction to Bidders, the form of Bid, the form of Bid Bond, form of Non-Collusion Affidavit, Addenda (if any), form of Contract, form of Surety Bonds, General Conditions, Parts I and II, Special Conditions, Parts I and II, Technical Specifications (including the Standard Specifications for Materials and Construction issued by the City of Pittsburgh, Department of Public Works, dated November 1938, with the supplements thereto and revisions thereof including the March, 1962 edition, and the Specifications for Concrete Pavement and Base Course dated March, 1978; the current City of Pittsburgh, Department of Public Works Standards for Construction); the Pennsylvania Department of Transportation Publication 408 and Supplements thereto; and drawings (as listed in the Schedule for Drawings and attached to the Contract Documents), hereby proposes to furnish all supervision, including utility and transportation services, required to construct and complete the work as indicated in the Drawings and Specifications entitled **MOKA RETAINING WALL**, all in accordance with the above-listed documents at and for the unit prices for work in place for the following items and quantities:

2. In submitting this bid, the Bidder understands that the right is reserved by the Urban Redevelopment Authority of Pittsburgh to reject any and all bids. Bids will be compared, and their amounts computed on the basis of the approximate estimate of quantities given on the proposal forms. The quantities given thereon are approximate only and the URA does not expressly or by implication agree that the actual amount of work will correspond therewith. The URA reserves the right to increase or decrease each and all quantities. The final quantities shall be based on actual measurements made in the field by the Engineer. When prices bid on the various items are unreasonably high or low, in the opinion of the URA, to unbalance the bid, the URA may reject the bid. If written notice of the acceptance of this bid is mailed, electronically mailed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bonds within ten (10) days after the agreement is presented to him/her for signature.

3. Security is a sum equivalent to five percent (5%) of the amount of the bid in the form of

_____, is submitted herewith in accordance with the Instruction to Bidders.

4. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid or the submitting of bids for the Contract for which this bid is submitted.

5. The Bidder is prepared to submit a financial and experience statement upon request.

6. Attached hereto is the following certification:

a. Certificate of Minority and Women's Participation

b. Certificate Regarding Lobbying

7. The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments and that he does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she will not permit his/her employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunities clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he/she will retain such certifications in his/her files.

BID PAGES

**MOKA RETAINING WALL
BASE BID**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization, Insurance, Pedestrian Control, Dust Control, Temporary Facilities, Safety Equipment, Bonding, Warranties, Site Photography, Project Management, and Construction Surveying, are complete in place.	L.S.	1	-	\$ _____
2	Site Clearing and Site Preparation and Protection, complete in place	L.S.	1	-	\$ _____
3	Erosion and Sedimentation Control, complete in place	L.S.	1	-	\$ _____
4	Site Cleanup, Plantings, and Site Restoration, complete in place	L.S.	1	-	\$ _____
5	Construction Documentation, complete in place	L.S.	1	-	\$ _____
6	Drill and Install Approved Concrete Shafts into Soil, complete in place.	L.F.	160	\$ _____	\$ _____
7	Drill and Install Approved Concrete Shafts into Bedrock, complete in place.	L.F.	90	\$ _____	\$ _____
8a	Installation of W18x106 Structural Steel Piles, complete in place.	E.A.	9	\$ _____	\$ _____
8b	Installation of W16x77 Structural Steel Piles, complete in place.	E.A.	3	\$ _____	\$ _____
9	Installation of Pre-cast Concrete Lagging, complete in place.	S.F.F.	1200	\$ _____	\$ _____
10	Installation of Suitable Backfill complete in place.	C.Y.	350	\$ _____	\$ _____
11	Installation of Fencing, complete in place.	L.F.	90	\$ _____	\$ _____
12	Excavation, Removal, and Disposal of Existing Unclassified Soil and Materials, complete in place	C.Y.	500	\$ _____	\$ _____
13	Concrete Sidewalk Pavement Replacement, complete in place.	S.F.	260	\$ _____	\$ _____
14	Installation of Landscaping, complete in place.	L.S.	1	-	\$ _____

**MOKA RETAINING WALL
BASE BID**

15	Concrete Curb Replacement, complete in place.	L.F.	35	\$ _____	\$ _____
16	Installation of an 8'x6'x4' Deep Stone Sump, complete in place.	L.S.	1	-	\$ _____
TOTAL BASE BID				\$ _____	

IN WITNESS WHEREOF, the undersigned Bidder has hereunto subscribed his name on this _____ day of _____, 20 _____, at _____.

(To be used when the Bidder is an individual doing business in his own name.)

(Witness)

(Signed)

(Business Address)

(City)

IN WITNESS WHEREOF, the undersigned Bidder has hereunto subscribed his name on this

_____ day of _____, 20 ____, at _____

(To be used when the Bidder is a partnership or an individual doing business under a fictitious or assumed name.)

_____ (Is a partnership, is an individual) trading under a fictitious or assumed name and (has, has not) registered under the Fictitious Names Act of Pennsylvania, namely the Act of May 24, 1945, P.L. 967, as amended, 54 P.S. sec. 28.1 et seq.

(Fictitious or assumed name) *

(Witness)

(Signed)

(Witness)

(Signed)

(Business Address)

(City)

I, a partner of _____, the partnership named as Bidder herein, certify that the following are the names and addresses of all the partners of said partnership.

Name: _____

Name: _____

Address: _____

Address: _____

City: _____

City: _____

Name: _____

Name: _____

Address: _____

Address: _____

City: _____

City: _____

(Witness)

(Signed)

*If the Bidder is a partnership, the Bid and Contract must be signed in the name of the partnership by at least two general partners, and the names and addresses of all the partners must be listed on the above Certificate.

IN WITNESS WHEREOF, the undersigned Bidder has hereunto subscribed his name on this

_____ day of _____, 20 _____, at _____.

_____.

(To be used when the Bidder is a corporation)

_____ is a corporation organized and existing under the laws of the State of _____ with its principal place of business at _____, _____, _____

(Street Address) (City) (State)

Pennsylvania corporation, (has, has not) been granted a certificate of authority to do business in Pennsylvania as required by the Pennsylvania Business Corporation law, approved May 5, 1933, P.L. 364, as amended, 15 P.S. sec. 2005 et seq.

(SEAL)

and, if non

Attest:

(Corporate Name) * *

By _____

By _____

Title _____

Title _____

CORPORATION CERTIFICATE

I, _____, certify that I am the (Secretary, Assistant Secretary) of the corporation named as Bidder herein; that _____ who signed this Bid on behalf of the Corporation was then _____ of said corporation; that I know his signature and his signature thereto is genuine; and that said Bid was duly signed, sealed and attested in behalf of said corporation by authority of its governing body.

CORPORATE
SEAL

By _____
(Secretary, Assistant Secretary)

** If the Bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and its Secretary or Assistant Secretary or Treasurer or Assistant Treasurer, and the above Certificate must be executed by the Secretary or Assistant Secretary.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____
 _____ as **PRINCIPAL**, and _____ as **SURETY**
 are held and firmly bound unto the **URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH**
 (hereinafter called the URA") in the penal sum of _____ dollars (\$ _____
 _____) lawful money of the United States, for the payment of which sum well and truly to be made, we
 bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
 by these presents:

WHEREAS, said Principal has submitted the accompanying bid, dated _____
 _____ 20 _____, for _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
 Principal shall not withdraw said bid after the opening of the same, and shall within the period specified
 therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him
 for signature, enter into a written contract with the URA in accordance with the bid as accepted, and give
 bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper
 fulfillment of such contract and for the payment of labor and materialmen, or in the event of the withdrawal
 of said bid, or the failure to enter into such contract and give such bonds within the time specified, and the
 Principal shall pay the URA the difference between the amount specified in said bid and the amount for
 which the URA may procure the required work or supplies or both, if the latter amount be in excess of the
 former, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Surety agrees that the issuance of this bid bond is a representation to the URA that it will also issue
 both a Performance Bond and a Payment Bond in the event the principal shall be awarded the Contract.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness: _____ (Individual Principals sign here)

Witness: _____ (Business Address)

_____ (Business Address)
_____ (Corporate Principal sign here)

(SEAL) _____ (Firm Name)

_____ (Address)

By _____ By _____
Title _____ Title _____

(SEAL) _____ (Surety sign here) NAIC# _____

_____ (Surety Company)

By _____

(Power-of-Attorney for person signing for surety company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the (Secretary, Assistant Secretary) of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of its governing body.

By _____ (SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

(1) He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid.

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

(3) Such a Bid is genuine and is not a collusive or sham Bid.

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Urban Redevelopment Authority of Pittsburgh or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title

Subscribed and sworn to before me

this _____ day of _____, 20____

My commission expires _____

PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

(a) The Contractor shall utilize the E-Verify Program (“EVP”) operated by the U.S. Department of Homeland Security (“DHS”) to verify the employment eligibility of each new employee hired after January 1, 2013. EVP is a free Internet-based program operated by DHS that compares information from an employee’s Form I-9, Employment Eligibility Verification, to data from DHS and Social Security Administration records to confirm employment eligibility. The Contractor and every subcontractor performing work under the Contract shall utilize the EVP system. EVP can be found at www.uscis.gov and by clicking on E-Verify Homepage.

(b) As a precondition to the award of the contract, the Contractor shall submit the Public Works Employment Verification Form (the “Form”) to URA as required by the Public Works Employment Verification Act (the “Act”) and shall maintain documentation of continued compliance with the Act by utilizing the EVP for new employees hired through the duration of the Contract.

(c) Until work under the Contract is completed, each new employee hired by the Contractor, regardless of whether the employee will be working onsite or offsite, shall be verified within five (5) business days of his or her start date. This requirement is also applicable to each subcontractor until the subcontractor has completed work under the Contract.

(d) Contractor shall require each of its subcontractors, prior to beginning either onsite or offsite work, to submit a completed Form to URA. The contractor shall also require each of its subcontractors to verify the employment eligibility through EVP of each new employee, regardless of whether the employee will be working onsite or offsite, within five (5) business days of his or her start date.

(e) Contractor’s subcontracts shall contain notification of the applicability of the Act, information regarding the use of EVP, and reference to the Pennsylvania Department of General Services (“DGS”) website at www.dgs.state.pa.us to obtain a copy of the Form. The contractor’s subcontracts shall also contain a statement that the Act is applicable to sub-subcontractors.

(f) Contractor shall cooperate with DGS and shall require its subcontractors to cooperate with DGS, during an investigation or audit arising under the Act.



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

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

.....C ContractorSubcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

Authorized Representative Signature

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Contractor agrees to the following:

1. In the hiring of any employee(s) for the manufacture of supplies, the performance of work, or any other activity required under the Agreement or any subcontract, Contractor, each subcontractor, or any person acting on behalf of Contractor or subcontractor shall not discriminate 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.

2. Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate 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 Agreement.

3. Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees 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 services are performed pursuant to this Agreement shall satisfy this requirement.

4. Contractor and each subcontractor shall not discriminate 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.

5. Contractor and each subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Contractor and each subcontractor further represent 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. Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, 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 Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

7. Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, Contractor and each subcontractor shall have an obligation to inform the URA if, at any time during the term of the Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

8. The URA 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 URA may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

(Company)

(Name, Title)

(Date)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the

Secretary of the corporation named as
Principal in the within Performance and Labor and Materialmen's Bonds; that

who signed the said Performance and
Labor and Materialmen's Bonds on behalf of the principal was then

of the said corporation, that I know his
signature, and
that his signature thereto is genuine; and that said Performance and labor and Materialmen's
Bonds were duly signed, sealed, and attested to, for and on behalf of the said corporation by
authority of its governing body.

(Contractor)

(SEAL)

By _____

Title _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Bidder

ATTEST

By _____

Title _____

Title _____

Construction Agreement

THIS AGREEMENT FOR Moka Retaining Wall construction work (“Agreement”), made this __ day of _____, 2022, by and between the **URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH**, a redevelopment authority established and existing under the Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, and located at 412 Boulevard of the Allies, Suite 901, Pittsburgh, Pennsylvania 15219 (the “URA”), and **[NAME OF CONTRACTOR]**, a ([STATE] Corporation located at _____), (a partnership consisting of _____), (an individual trading as _____) hereinafter called the (“**CONTRACTOR**”). Contractor’s employment identification number is _____. Each of the foregoing is also referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the URA wishes to retain a Contractor to perform construction work for the Moka Retaining Wall located at 502 Soho St. in the Uptown neighborhood, in the City of Pittsburgh, Pennsylvania (the “Premises”), and Contractor has agreed to do so on the terms and conditions set forth below; and

WHEREAS, the URA is authorized to enter into this Agreement pursuant to Resolution No. _____ of [month], 20_____.

AGREEMENT

NOW, THEREFORE, for and in consideration of their mutual promises as stated herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Recitals. The recitals appearing above constitute a material part of this Agreement and are incorporated herein by reference.

2. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services (including utility and transportation services) and perform and complete all work required for the construction contract, and all other work incidental thereto for the **Moka Retaining Wall construction work** in the City of Pittsburgh, all in strict accordance with the Contract Documents (hereinafter defined) for site preparation including, but not limited to, Addendum Number ____ dated _____ and Addendum Number _____ dated _____. (the “Work”).

3. Contract Price. The URA will pay the Contractor for the performance of the Agreement in current funds at the unit prices stipulated in the Contractor’s bid the sum of _____ subject to additions and deductions as provided in the Section - CHANGES IN WORK under GENERAL CONDITIONS, Part I.

4. Mechanics’ Liens. Once the Labor and Materialmen’s Bond is in place, Contractor shall (i) prior to commencing the Work, 1) execute and deliver to URA for filing in the Prothonotary’s Office of Allegheny County, a Waiver of Mechanics’ Liens; (ii) within five (5) days of the execution of a contract (each, a “Subcontract”) with any person, firm or corporation for labor and/or materials to be supplied in connection with the Work (each, a “Subcontractor”), 2) obtain and deliver to URA for filing in the Prothonotary’s Office of Allegheny County a duly executed Waiver of Mechanics’ Liens from such Subcontractor; (iii) require each Subcontract to contain a provision whereby Subcontractor, upon entering into a contract (each, a “Sub-subcontract”) with any person, firm or corporation for labor and/or materials to be supplied in connection with the Work (each, a “Sub-subcontractor”), iv) obtain and deliver a duly executed Waiver of Liens from each Sub-subcontractor to Subcontractor, which shall be deliverable by the Subcontractor to URA upon demand.

The Contractor hereby covenants to give actual notice to each Subcontractor that a payment bond has been posted and that no mechanics’ liens may be filed by any Subcontractor or Sub-subcontractor and shall add a provision to

each Subcontract whereby each Subcontractor acknowledges such waiver and agrees to give such actual notice to each Sub-subcontractor.

In the event that any liens are filed on the Premises, in connection with the Work contemplated by this Agreement, the Contractor shall, at Contractor's expense, cause any such lien to be discharged of record by payment, bond, or otherwise within fifteen (15) days after the filing thereof. If the Contractor shall fail to cause such lien to be discharged of record within such fifteen (15) day time period, URA may cause such lien to be discharged without investigation as to the validity thereof or as to any offsets or defenses thereto, and the Contractor shall, upon demand, reimburse URA for all amounts paid and costs incurred in connection therewith including, without limitation, attorneys' fees. The Contractor also agrees to indemnify, defend and hold harmless the URA and the City of Pittsburgh at all times from and against any and all claims, losses, actions, expenses and costs, including reasonable attorneys' fees incurred and suffered by any or all of them, arising out of or resulting from or relating to any claim, including but not limited to mechanics' lien claims for Work performed on the Premises.

5. Contract. The executed "Contract Documents" shall consist of the following:

- a. This Agreement (incl. Waiver of Liens for Contractor on Bonded Project)
- b. Invitation for Bids
- c. Instructions for Bidders
- d. Signed Copy of Bid
- e. Non-Collusion Affidavit of Prime Bidder
- f. Bid Bond
- g. Addenda
- h. Statement of Bidder's Qualifications
- i. Surety Bonds
- j. Employment Verification Program Act Forms
- k. Non-Discrimination/Sexual Harassment Clause
- l. General Conditions, Parts I and II
- m. Special Conditions, Parts I and II
- n. Technical Specifications
- o. Drawings (as listed in the Schedule of Drawings)
- p. Contractor Integrity Provisions
- q. Waiver of Liens (Subcontractors and Sub-subcontractors)
- r. Conditional Final Waiver of Liens and Claims and Affidavit of Payment
- s. COVID-19 Waiver of Liability and Indemnity Agreement

6. Commencement of Work. Work shall commence upon issuance of a Notice to Proceed to Contractor by the URA, and all Work shall be completed within ninety (90) consecutive calendar days of the URA's issuance of the Notice to Proceed to Contractor.

7. Indemnification. Contractor shall hold harmless and defend the URA and the City of Pittsburgh against any and all losses, liabilities, expenses, claims, demands, and/or actions arising from or related to the conduct of Contractor and its subcontractors, employees, and agents pursuant to this Agreement, and shall defend any and all actions brought against the URA or the City of Pittsburgh with counsel of the URA's choice.

8. Insurance. Contractor agrees to carry Workmen's Compensation Insurance, as required by law, together with Employers' Liability Insurance in an amount, not less than Five Hundred Thousand Dollars (\$500,000.00), and Comprehensive General Liability Insurance and Contractual Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for any one occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

Before commencing Work, Contractor shall submit a certificate of insurance detailing its insurance coverage to the URA. This certificate must name the Urban Redevelopment Authority of Pittsburgh and the City of Pittsburgh as "additional insured." Contractor shall also carry Comprehensive Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

9. Compliance with Laws. Contractor agrees that it will comply with all ordinances, regulations, and laws of the municipal, state, and federal governments, in the provision of services under this Agreement, including, but not limited to, the Pennsylvania Trade Practices Act, 71 P.S. §§ 773.101, *et seq.*

10. Ambiguous Language. This Agreement has been negotiated jointly by and between the Parties. The principle of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Agreement.

11. Fees and Costs. If Contractor breaches, in any way, the terms of this Agreement, and litigation is necessary to enforce the terms of this Agreement, in such litigation the URA shall be entitled to recover from Contractor all legal fees and costs incurred by the URA.

12. Severability. If a provision of this Agreement is declared null and void, the remaining provisions of this Agreement shall remain in effect and be binding upon the Parties hereto.

13. Notice. Any notice required or permitted under this Agreement shall be effective when mailed by United States Certified Mail, Return Receipt Requested, to the URA or Contractor at the addresses set forth on page 1 of this Agreement.

14. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law. Any dispute arising from, relating to, or otherwise concerning this Agreement shall only be brought in the Court of Common Pleas of Allegheny County Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania.

15. No Waiver or Modification. No waiver of any provision of this Agreement shall be effective unless made in writing and executed by the Party charged with making the waiver. This Agreement may not be amended or modified except in a writing signed by all Parties.

16. Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement and shall be binding upon delivery to all Parties. Facsimile signatures and/or electronically submitted signatures shall be deemed originals.

17. Entire Agreement. This Agreement together with the other documents enumerated herein contains the entire agreement between the Parties with regard to the matters set forth herein and therein, and supersedes all prior contemporaneous agreements, whether written or oral, of the Parties. Each Party represents and warrants to the other that it has relied on no representation or promise, written or oral, made by any other Party, except as expressly set forth herein. In the event of a conflict between the terms of this Agreement and any attachments or exhibits attached hereto, the terms of this Agreement shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Urban Redevelopment Authority of Pittsburgh has caused this Agreement to be executed by its Executive Director and attested to by its Assistant Secretary, and the Contractor has caused this Agreement to be executed on the day, month, and year first above written.

(SEAL)
Attest

(Corporate Name)**

By _____
Name:
Title:

By _____
Name:
Title:

(SEAL)
Attest

**URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH**

Assistant Secretary

By _____
Name: Greg Flisram
Title: Executive Director

APPROVED AS TO LEGAL FORM:

Attorney – Urban Redevelopment Authority

CORPORATION CERTIFICATE

I, _____, certify that I am the (Secretary, Assistant Secretary) of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the corporation, was then _____ of said corporation; that I know their signature thereto is genuine; and that said Agreement was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

CORPORATE
SEAL

By _____
(Secretary, Assistant Secretary)

**If the Bidder is a corporation, the Bid and the Contract must be executed in the Corporation's correct corporate name by its President or Vice President and its Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, and the Certificate must be executed by the Secretary or Assistant Secretary.

**Urban Redevelopment Authority of Pittsburgh
412 Boulevard of the Allies
Pittsburgh, Pennsylvania 15219**

STATEMENT OF BIDDER'S QUALIFICATIONS

PLEASE) All questions must be answered and the data given must be clear and comprehensive. This
) statement must be notarized. If necessary, questions may be answered in separate attached
NOTE) sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:
2. Federal Tax Payer Identification No. _____
3. Phone No.
4. Permanent Main Office Address:
5. When Organized:
6. Check Type of Organization:
Individual Proprietorship _____ Partnership _____ Corporation _____
7. If a corporation, where incorporated:
8. How many years have you been engaged in the contracting business under your present firm or trade name?
9. Contracts on hand: (Schedule these, showing the amount of each contract and the owner, the owner's phone number, and the approximate anticipated dates of completion.)
10. Describe the general character of work performed by your company.
11. Have you ever failed to complete any work awarded to you?
If so, where and why?

20. Do you have an Affirmative Action Program that meets the requirements of the Equal Employment Opportunity section of General Conditions, Part II?
21. Do you have a written Affirmative Action Plan, outlining your Affirmative Action Program, that will be made available to the Urban Redevelopment Authority upon request?
22. If you do not presently have such a Program and Plan, will you agree to establish a program and provide a plan, if requested by the Urban Redevelopment Authority?
23. Does your Affirmative Action Program actively support the training of minority group persons in the trade classifications which will be used in the execution of the contract?
24. Do all subcontractors proposed to be used in the execution of the contract have Affirmative Action Programs which could be outlined in written Affirmative Action Plans if requested by the Urban Redevelopment Authority?
25. Have you ever been denied an award of a contract or ever had funds withheld from your firm for failure to comply with the Federal Equal Employment Provisions required by Executive Order No. 11246 or the Commonwealth of Pennsylvania Affirmative Action Provisions required by Executive Order 1988-1?
26. List all of the Parties of Interest in the Business Entity and the extent of their respective interest and, in the event, any other parties have a beneficial interest, their names and the extent of such interest.
27. For all Parties of Interest identified in No. 26, provide for each, the names of any contracting firms for which they ever had a beneficial interest and further state whether the contracting firm ever defaulted on a contract (and if so, where and why), whether the contracting firm ever failed to complete any work awarded to it (and if so, where and why), and whether the contracting firm ever filed for bankruptcy.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Urban Redevelopment Authority of Pittsburgh in the verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20____.

BIDDER

By _____

Title _____

State of _____)

)

)SS

)

County of _____)

_____ being duly sworn deposes and says that he is _____
_____ of _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

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

Notary

My commission expires _____, 20_____.

WAIVER OF MECHANICS' LIENS

(For a Contractor in connection with a bonded project)

THIS AGREEMENT is made and entered into on _____, 20____, by and between URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH (“URA”) and _____ (the “Contractor”) in connection with the performance of certain public improvements work (the “Work”) upon the property described in EXHIBIT “A” attached hereto and made part hereof (the “Property”) owned by the URA (the “Owner”); and

WHEREAS URA and Contractor entered into MOKA RETAINING WALL, a unit price contract, dated the date hereof (the “Contract”) to perform the Work on the Property; and

WHEREAS, the total amount of the Contract price is _____ (exclusive of future change orders), and the time of payment is set forth in EXHIBIT “B”, and

WHEREAS pursuant to the Contract, Contractor has posted a bond guaranteeing payment for labor and materials provided by subcontractors and sub-subcontractors, a copy of which is attached hereto, made part hereof and marked EXHIBIT “C”; and

WHEREAS pursuant to the Contract, Contractor has agreed to execute a waiver of liens, waiving on behalf of all of its subcontractors, sub-subcontractors, suppliers, and materialmen all liens against the Property;

NOW, THEREFORE, Contractor, intending to be legally bound, expressly agrees, as part of the Contract and for the consideration therein set forth, as follows:

1. Contractor waives, on behalf of anyone else who may act or assert claims, including, but not limited to, Contractor’s subcontractors, sub-subcontractors, materialmen, suppliers, architects, and engineers, together with their employees and agents, any and all right to file or cause to be filed a mechanics’ lien, materialmen’s lien, claims of mechanics’ or materialmen’s lien, a notice of intention to file a mechanics’ or materialmen’s lien or any other lien or claim in connection with the Work upon the Property (collectively, the “Lien Rights”).
2. Contractor agrees to be solely liable for any labor and materials presented by subcontractors, sub-subcontractors, materialmen, suppliers, architects, and engineers, together with their employees and agents, and to indemnify, defend, and hold Owner(s) harmless from any such claims.
3. Contractor agrees to obtain appropriate waivers of Lien Rights from all parties with whom Contractor has a contract or agreement in connection with the Work, including, but not limited to, subcontractors, materialmen, suppliers, architects, and engineers, providing that no mechanics’ lien, materialmen’s lien or other liens shall be filed against the Property by any such other parties.

4. IT IS ALSO THE INTENT OF THE OWNER(S) TO LIMIT THE CLAIMS OF ALL SUBCONTRACTORS AND MATERIALMEN TO THE UNPAID BALANCE OF THE CONTRACT PRICE SPECIFIED IN THE CONTRACT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

5. This Agreement may be executed in one or more counterparts, all of which when taken together shall be construed as one and the same document.

WITNESS the due execution hereof on the date first above written.

ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH

Assistant Secretary

By: _____
Greg Flisram
Executive Director

ATTEST/WITNESS:

CONTRACTOR

By: _____
Print Name: _____
Title: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

All that certain property is situated in the 105 5th Ward, Lot, and Block No.10 -L-56, located in the Uptown section of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania.

Street Address: 502 Soho Street, Pittsburgh PA 15219

EXHIBIT "B"

PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it with the required number of copies to the Engineer for his approval. The Contractor's requisition for partial payment shall be submitted on estimate forms which shall be furnished by the URA. The Contractor shall submit to the Engineer to the URA four (4) copies of each monthly requisition for partial payment. One approved copy of the monthly requisition will be returned together with the check to the Contractor.

The amount of the payment due to the Contractor shall be determined as follows:

- (1) From the total value of the work completed to date, deduct ten percent (10%). Upon completion of fifty percent (50%) of the total value of work, this retainage will be reduced to five percent (5%).
- (2) Add to the net total of (1) eighty percent (80%) of the value of construction materials properly stored upon the site if applicable.
- (3) Deduct from the total of (2) the amount of all previous payments.

The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of construction materials properly stored on the site shall be based upon the estimated quantities of such materials (the extent of which materials is to be agreed upon between the Engineer and the Contractor or the URA and the Contractor if there is no Engineer) and the invoice prices. Copies of all invoices shall be submitted with the monthly requisition form.

b. Monthly or partial payments made by the URA to the Contractor are money advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and the Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the URA to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the URA in all details.

2. Final Payment

a. After final inspection and acceptance by the URA of all work under the Contract, the Contractor shall prepare its requisition for final payment, which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the URA with a release in satisfactory form of all claims against the URA arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.

b. The URA, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the URA deems the same necessary in order to protect its interest. The URA, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the URA under the Section entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor. Final inspection and acceptance of all work performed under the contract and/or of final payment to the Contractor by the URA shall not be construed as a waiver of the section entitled "Liquidated Damages."

3. Withholding Payments

The URA may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the URA and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the URA, and will not require the URA to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the URA elects to do so. The failure or refusal of the URA to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the URA shall be made subject to submission by the Contractor of all written certifications required of the Contractor and his subcontractors under General Conditions, Part II.

EXHIBIT "C"

LABOR AND MATERIALMEN'S PAYMENT BOND

**DIRECTIONS FOR PREPARATION OF PERFORMANCE AND LABOR
MATERIALMEN'S BONDS**

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The current Power-of-Attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must be the same as, or subsequent to, the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.
13. The bond must be secured by a surety company listed in the latest revision of U.S. Department of the Treasury Circular 570 and the underwriting limitations set forth in Circular 570 shall be equal to or exceed the amount of the agreed upon Contract price.

KNOW ALL MEN BY THESE PRESENTS, that we, _____
 _____ as principal, and _____ as sureties are held and firmly bound
 unto the Urban Redevelopment Authority of Pittsburgh, its certain attorney, successors, or assigns
 (hereinafter called the Obligee) in the penal sum of _____
 Dollars (\$ ____, lawful money of the United States, for the payment of which sum well and truly to be
 made, we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly
 severally, firmly by these presents:

WHEREAS, said principal has entered into a certain contract with said Obligee, dated
 _____, 20 _____ hereinafter called the Contract) for _____
 _____ which Contract and the Specifications for said work shall be deemed a part thereof as fully as
 if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal
 and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all
 assignees of said principal and of such subcontractors shall promptly make payment for all material
 furnished, labor supplied or performed, rental for equipment employed, including sub-subcontractors,
 and services rendered by public utilities in or in connection with the prosecution of the work, whether or
 not the said material, labor, equipment or services enter into and become component parts of the work or
 improvement contemplated in said Contract, or in any amendment or extension of or addition to said
 Contract, then the above obligation shall be void; otherwise to remain in full force and effect. PROVIDED,
 however, that this bond is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered services or furnished materials or
 machinery, shall have a direct right of action against the principal and surety on this bond, which right of
 action shall be asserted in proceedings instituted in the State in which such labor was performed, services
 rendered or materials furnished (or where labor has been performed, services rendered or materials
 furnished under said Contract in more than one State, then in any such State). Insofar as permitted by the
 laws of such State, such right of action shall be asserted in a proceeding instituted in the name of the
 Obligee to the use and benefit of the person instituting such action and any or all other persons having
 claims hereunder, and any other person having a claim hereunder shall have the right to be made a party
 to such proceeding (but not later than one year after the complete performance of said Contract and final
 settlement thereof) and to have such claim adjudicated in such action and judgment rendered thereon.

(b) The surety shall not be liable hereunder for any damages or compensation recoverable under
 any workmen's compensation or employer's liability statute.

(c) In no event shall the surety be liable for a greater sum than the penalty of this bond, or subject
 to any suit, action, or proceeding thereon that is instituted later than one year after the complete
 performance of said Contract and final settlement thereof.

As used herein: The term "person" refers to any individual, firm, or corporation who has furnished materials
 or machinery or public utility services to be used on or incorporated in the work or the prosecution thereof
 provided for in said Contract or in any amendment or extension of or addition to said Contract, and/or to any

person engaged in the prosecution of the work provided for in said Contract or in any amendment or extension of or addition to said Contract, who is an agent, servant or employee of the principal, or of any subcontractor, or of any assignee of said principal or of any subcontractor, including sub- subcontractors, and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the principal, or any subcontractor, or any assignee of said principal or of a said subcontractor, and such laborer or mechanic, but shall not include office employees not regularly stationed at the site of the work.

(d) This bond shall be subject to all the provisions of the Public Works Contractor's bond law of 1967, Act No. 305 of the General Assembly of Pennsylvania.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, an extension of time, alteration or addition to the terms of the Contractor to the work or to the Specifications.

SIGNED, SEALED, AND DELIVERED IN _____ ORIGINAL COUNTERPARTS

This _____ day of _____ 20_____

Witness: _____ Individual Principals Sign Here:

Title _____ (SEAL)

Title _____ (SEAL)

Title _____ (SEAL)

Title _____ (SEAL)

Attest:

By _____

Corporate Principal Sign Here:

Title _____

By _____

Title _____ (SEAL)

Surety Sign Here:

By _____

Title _____ (SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as principal, and _____

_____ as sureties are held and firmly bound unto the Urban Redevelopment Authority of Pittsburgh, its certain attorney, successors, or assigns (hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, said principal has entered into a certain contract with said Obligee, dated _____

, 20____, (hereinafter called the contract) for _____

_____ which contract and the specifications for said work shall be deemed a part hereof

as fully as if set out herein:

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the principal shall faithfully perform the contract on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Obligee from any and all cost and damage which the said Obligee may suffer by reason of the principal's failure to do so, and shall fully reimburse and repay the said Obligee any and all outlay and expense which it may incur by reason of any such default, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

It is further understood and agreed that the principal shall guarantee for a period of one (1) year from completion date of the contract against defects in workmanship or materials in accordance with the terms of the contract.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

SIGNED, SEALED AND DELIVERED IN _____ ORIGINAL
COUNTERPARTS THIS _____, 20 _____.

(Individual Principals sign here)

_____(SEAL)

In the presence of:

_____(SEAL)

_____(SEAL)

_____(SEAL)

Attest:

(Corporate Principal sign here)

By _____

Attest:

(Surety sign here)

The rate of premium charged is \$_____ per thousand. The total amount of premium charged is \$_____(The above must be filled in by the corporate surety).

*GENERAL SPECIFICATIONS
GENERAL CONDITIONS FOR SITE PREPARATION
PART I&PART II*

GENERAL SPECIFICATIONS

GENERAL CONDITIONS FOR SITE PREPARATION

PART I

101. DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a. The term "Contract" means the contract executed by the Urban Redevelopment Authority of Pittsburgh and the Contractor, of which these GENERAL CONDITIONS, Parts I and II form a part.

b. The term "URA" means the Urban Redevelopment Authority of Pittsburgh, which is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the URA to construct and install the improvements embraced in this Site Preparation Contract.

d. The term "Project Area" means the site of the Urban Redevelopment Project (or the Urban Renewal Project) specified on the drawings within which the work is to be performed under this Agreement.

e. The term "Engineer" means that person or firm designated by the URA as Engineer for the sole purpose of determining compliance by the Contractor with the drawings and specifications which are part of the Contract.

f. The term "Local Government" means the government of the City of Pittsburgh, Pennsylvania, within which the Project Area is situated.

g. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I and II, Special Conditions, Parts I and II, Technical Specifications, Drawings (as listed in the Schedule of Drawings, if included); City of Pittsburgh Standard Specifications (if included), City of Pittsburgh Standards of Construction (if applicable), Schedule of parcels for Demolition (if applicable), Pittsburgh Water and Sewer Authority Standard Specifications (if applicable), and PennDOT Standard Specifications (if applicable).

h. The term "Drawings" means the drawings listed in the Schedule of Drawings.

i. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines, and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.

j. The term "Addendum" or "Addenda" means any changes, revisions, or clarifications of the Contract Documents which have been duly issued by the URA to prospective Bidders prior to the time of receiving Bids.

k. The term "Salvage" means all building materials, equipment, appliance, and fixtures incorporated in the buildings and structures to be demolished, and other equipment or appurtenances, unless specifically exempted, and only when the building or structures containing such building materials, equipment, appliances, and fixtures, and other equipment or appurtenances have been released to the Contractor.

l. The term "Project" means the work to be performed in accordance with the Contract Documents.

102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the URA and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. Upon written request by the URA and based on the URA's sole decision and discretion, the Contractor agrees to remove and replace its superintendent.

b. The Contractor shall lay out his own work, and he shall be responsible for all work executed by him under the Contract. The Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so. The Contractor and each of its subcontractors shall evaluate and satisfy themselves as to the conditions and limitations under which the work is to be performed, including, without limitation (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. URA assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site.

c. Prior to the start of construction, the Contractor will mark the center line or baseline of the proposed construction on the ground and will establish bench marks. The Contractor shall be responsible for the referencing of the center line for his use during construction and for the protection and preservation of the benchmarks. If any center line survey points or benchmarks are destroyed, the URA will order the Contractor to replace the destroyed points or benchmarks.

d. The Contractor shall schedule the work, which schedule shall be approved by the URA in advance of performance of the work.

e. If there is any asbestos remediation work required, the Contractor shall schedule the asbestos removal as approved by the URA.

103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted: the form of Approval of Subcontractor, the form of Statement of Subcontractor's Qualifications, the Subcontract, the form of

Non-collusive Affidavit of Subcontractor, the Certificates of Insurance, all in the required number of copies, and until he has received written approval of such said Subcontractor from the URA.

b. No proposed subcontractor shall be disapproved by the URA except for cause in the reasonable discretion of the URA.

c. The Contractor shall be as fully responsible to the URA for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontract with the applicable provisions of the Contract for the Improvements embraced in the Site Preparation

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the URA.

104. OTHER CONTRACTS

The URA may award or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the location and measurements which they may require for the fitting of their work to all surrounding work.

106. DISPUTES OR ACTIONS BETWEEN CONTRACTORS

Should the Contractor, either itself or by its subcontractor or sub-subcontractors or their respective agents, servants, or employees, cause damage or injury to the property or work of any contractor or contractors, or by failing to perform its work (including the work of its subcontractor or sub-subcontractors) with due diligence, delay any contractor or contractors, which suffer additional expense or damage as a result, the parties involved in such dispute shall settle by agreement or arbitrate said claim, dispute or disputes by referring same to the American Arbitration Association. Said dispute or disputes shall be determined pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The URA will not be a party to disputes or actions between contractor and subcontractors concerning such additional expense or damage. It is agreed by all parties that disputes or actions between contractors concerning the additional expense or damage will not delay completion of the work, which shall be continued by the parties, subject to the rights herein before provided. It is agreed by the parties to this Contract (URA as promisee and the Contractor as promisor) that the intent of this clause is to benefit the other contractors on the Project or related projects and to serve as an indication of the mutual intent of the URA and the Contractor that this clause raise such other contractors to the status of third party beneficiaries only as to the terms and conditions herein. The Contractor agrees that this section

is provided as a benefit to the Contractor and, that they specifically exclude claims against the URA for delay or other damages.

107. PROGRESS SCHEDULE

1. Progress Schedule
 - a. The Contractor shall submit for approval, immediately after execution of the Agreement, a carefully prepared CPM Construction Schedule as described in the Special Conditions and which, at a minimum, shows the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due to the Contractor, and the accumulated percentage of progress each month.
 - b. For lump-sum contracts only, the Contractor shall submit to the URA a breakdown of his estimated cost of all Site Preparation work, so arranged and itemized as to meet the approval of the URA. This breakdown shall be submitted promptly after execution of the Agreement and before any payment is made to the Contractor for work performed under the Contract. After approval by the URA, the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.
2. Notice to Proceed
 - a. After execution of the agreement, a notice to proceed will be issued to the Contractor for the work. The work shall then be conducted in accordance with the submitted and approved Progress Schedule.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments
 - a. The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it with the required number of copies to the Engineer for his approval, unless the Contractor is conducting remediation work or demolition work on behalf of the URA. If performing remediation work or demolition work the Contractor shall submit the Contractor's requisition directly to the URA.
 - b. The Contractor's requisition for partial payment shall be submitted on estimate forms which shall be furnished by the URA. The Contractor shall submit to the Engineer or, if performing remediation or demolition work, to the URA four (4) copies of each monthly requisition for partial payment. One approved copy of the monthly requisition will be returned together with the check to the Contractor.
 - c. The amount of the payment due to the Contractor shall be determined as follows:
 - (1) From the total value of the work completed to date, deduct ten percent (10%). Upon completion of fifty percent (50%) of the total value of work, this retainage will be reduced to five percent (5%).

- (2) Add to the net total of (1) eighty percent (80%) of the value of construction materials properly stored upon the site if applicable.
- (3) Deduct from the total of (2) the amount of all previous payments.

d. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of construction materials properly stored on the site shall be based upon the estimated quantities of such materials (the extent of which materials is to be agreed upon between the Engineer and the Contractor or the URA and the Contractor if there is no Engineer) and the invoice prices. Copies of all invoices shall be submitted with the monthly requisition form.

e. With each requisition for partial payment, the Contractor shall include an executed partial release of claims and waiver of mechanic's and supplier's liens.

f. Monthly or partial payments made by the URA to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and the Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the URA to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the URA in all details.

2. Final Payment

a. After final inspection and acceptance by the URA of all work under the Contract, the Contractor shall prepare its requisition for final payment, which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the URA with a release in satisfactory form of all claims against the URA arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.

b. The URA, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project), and services to the Contractor, if the URA deems the same necessary in order to protect its interest. The URA, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the URA under the Section entitled "Liquidated Damages" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor. Final inspection and acceptance of all work performed under the contract and/or of final payment to the Contractor by the URA shall not be construed as a waiver of the section entitled "Liquidated Damages."

3. Withholding Payments

The URA may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the URA and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the URA, and will not require the URA to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the URA elects to do so. The failure or refusal of the URA to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the URA shall be made subject to submission by the Contractor of all written certifications required of the Contractor and his subcontractors under General Conditions, Part II.

109. CHANGES IN THE WORK

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

b. Except for the purpose of affording protection against any emergency endangering health, life, limb, or property, the Contractor shall make no change in the materials used, in the specified manner of constructing, in the way the Demolition or Site Clearance is carried out, and/or in the supply of additional labor, services, or materials beyond that actually required for the execution of the Contract, unless pursuant to a written order from the URA authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless written authorization from the URA is received in advance of the work.

c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplemental Schedule of Unit Prices) the URA may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.

d. If applicable unit prices are not contained in the Agreement, the URA shall, before ordering the Contractor to proceed with the desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

(1) If the proposal is acceptable, the URA will prepare the change order in accordance therewith for acceptance by the Contractor and;

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the URA may order the Contractor to proceed with the work on a cost-plus-limited basis. The total cost should not exceed a specified limit. A cost-plus-limited basis is defined as:

- (a) The net cost of the Contractor's labor, materials, and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit. If work is performed by a subcontractor, an additional five percent (5%) may be included to cover the Contractor's overhead and profit for the subcontractor's work, plus;
- (b) The cost of the equipment (not including operators) shall be based on the rental rate agreed upon in writing before the start of such work. Equipment rental rates shall be based on the current Rental Rate Blue Book monthly rate on the Notice to Proceed date, multiplied by the depreciation factor for the age of the equipment, then divided by 176. This hourly rate will then be multiplied by the regional adjustment factor. The operating cost as specified in the "Blue Book" will be added to the adjusted rate to obtain an operating hourly rate. Standby time, during which a piece of equipment is assigned to the operation but is not in use, shall be calculated as stated above less the operating cost. (Use of the Rental Rate Blue Book for purposes of determining costs on disputed change orders shall not constitute an acknowledgement or waiver by the URA of its requirement that the Contractor may otherwise be required to prove its costs as a function of actual, incurred costs, in the discretion of the URA.)

Prior to the start of extra work on the Project, the Contractor shall submit to the URA a list of the equipment which is expected to be used on the Project along with the hourly operating and standby rental rates for each piece of equipment. The corresponding page from the current Blue Book as defined above must be attached to verify the rental rates. The equipment rates must be approved by the URA before any extra cost can be accepted. During the performance of the extra work, the Engineer or the URA, if there is no Engineer, shall approve all labor and equipment assigned to the work. All costs for work performed on a cost-plus-limited basis must be submitted for approval on forms supplied by the URA.

e. Each change order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a conformed copy thereof.
- (3) A definite statement as to the resulting change in the Contract price and/or time.
- (4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

f. Agreement on any change order shall constitute a final settlement of all matters relating to the change in the work which is the subject of the change order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract sum and the construction schedule. In the event a change order increases the Contract sum, the Contractor shall include the work covered by such change orders in applications for payment as if such work were originally part of the Contract.

g. Contractor shall not be entitled to payment for loss of anticipated profit on any portion of the work not performed by reason of a change in the work. In addition, Contractor shall not be entitled to compensation for requested changes which are calculated in a manner not consistent with Contractor's unit pricing or the line items of Contractor's completed bid form.

110. CLAIMS FOR EXTRA COST

a. If the contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the URA, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the Drawings and maps issued. No adjustment in the Contract time or Contract sum shall be permitted, however, in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's (1) prior inspections, tests, reviews and preconstruction services for the Project, or (2) inspections, tests, reviews, and preconstruction services which the Contractor had the opportunity to make or should have performed in connection with the Project.

c. Any discrepancies which may be discovered between actual conditions and those represented by the drawings, maps, specifications or soils or other reports shall at once be reported to the URA, and work shall not proceed except at the Contractor's risk until written instructions have been received by him from the URA. Investigations of subsurface materials or conditions conducted by or for the URA and the data generated therefrom are solely for study and design purposes. The URA makes no representation, warranty, or guaranty, either expressly or by implication, that the materials or conditions indicated by such subsurface investigations are representative of those existing throughout the area of the work or between the borings and unforeseen conditions may occur, that materials or conditions other than those indicated may not be present or that materials or conditions may not be present in proportions different from those indicated. All responsibility and risks of error and loss in relying on and in interpreting such investigations, records, and/or data, and any damages or costs arising therefrom, are assumed solely by the Contractor.

d. If, on the basis of the available evidence, the URA determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 109 hereof.

e. URA shall have the authority to stop work at any time if the work is not in compliance with the Contract Documents and to correct any deficiencies prior to continuing work. The Contract Time shall not be extended due to any period hereunder and the Liquidated Damages will be applicable in the event the Contract Time is exceeded.

111. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

a. Termination of Contract. If, after seven days written notice, the Contractor refuses or fails to satisfactorily perform work or remedy poor or improper work or fails to prosecute the work with such

diligence as will insure its completion within the time specified in the Contract, or as modified as provided in the Contract, URA may terminate this Contract. Upon such termination, the URA may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the URA for any additional cost incurred by the URA in its completion of the work, and they shall also be liable to the URA for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the URA may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.

b. Liquidated Damages for Delays. If the work is not completed within the time stipulated in Special Conditions hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the URA as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Special Conditions hereof, and the Contractor and his sureties shall be liable to the URA for the amount thereof.

c. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(1) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, or tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the URA;

(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the URA, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

(4) To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs (1), (2), and (3) of this paragraph "c".

Provided, however, that the Contractor promptly notify the URA within ten (10) days in writing of the cause of the delay. Upon receipt of such notification the URA shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the URA shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

d. Notwithstanding anything to the contrary in the Contract, an extension in the Contract time, to the extent permitted under this section, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the work, (2) hindrance or obstruction in the performance of the work, (3) loss of productivity, or (4) other similar claims (collectively referred to in this paragraph as Delays) whether or not such Delays are foreseeable, unless a Delay is caused by acts of the URA constituting active interference with the Contractor's performance of the work, and only to the extent such acts continue after the Contractor furnishes the URA with notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay,

including, without limitation, consequential damages, home office overhead, lost opportunity costs, impact or loss of productivity damages or other similar remuneration. URA's exercise of any of its rights or remedies under the Contract (including, without limitation, ordering changes in the work, or directing suspension, rescheduling or correction of the work), regardless of the extent or frequency of URA's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the work.

e. If the Contractor submits a progress report indicating, or otherwise expresses an intention to achieve, completion of the work prior to any completion date required by the Contract or expiration of the Contract time, no liability of the URA to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

f. URA's Termination for Convenience

(a) The URA may, at any time, terminate the Contract in whole or in part for the URA's convenience and without cause. Termination by the URA hereunder shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

(b) Upon receipt of a notice of termination for convenience, the Contractor shall immediately, in accordance with instructions from the URA, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due hereunder:

1. cease operation as specified in the notice;
2. place no further orders and enter into no further subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
3. terminate all subcontracts and orders to the extent they relate to the Work terminated;
4. proceed to complete the performance of work not terminated; and
5. take actions that may be necessary, or that the URA may direct, for the protection and preservation of the terminated work.

(c) Upon such termination, the Contractor shall recover as its sole remedy payment for work properly performed in connection with the terminated portion of the work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the URA's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

(d) The URA shall be credited for (1) payments previously made to the Contractor for the terminated portion of the work, (2) claims which the URA has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract sum.

112. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities, under this Contract without the written consent of the URA; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the URA. No assignment or novation of this contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES

a. All disputes arising under this Contract or its interpretation except those disputes covered under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the URA for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the URA of notice thereof.

b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the URA will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.

c. If the Contractor does not agree with any decision of the URA, he shall in no case allow the dispute to delay the work but shall notify the URA promptly that he is proceeding with the work under protest, and he may then accept the matter in question from the final release.

d. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Pittsburgh, PA. Contractor consents to the joinder to any such arbitration of any other persons or parties whose presence is necessary, in the judgment of the URA, to a full and complete resolution of any such controversies or claims. Notwithstanding anything herein to the contrary, however, the URA retains the option to elect to litigate any controversies or claims in the appropriate state or federal court located in Allegheny County, Pennsylvania, which venue shall be the exclusive forum for any and all such litigation. Contractor agrees to the jurisdiction of such courts located in Allegheny County, Pennsylvania, over it and expressly waives any such challenge to jurisdiction or venue.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of a difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings or Technical Specifications, the matter shall be immediately submitted to the URA, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in electronic format for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting, and rechecking if necessary. The Contractor may proceed, only at his own risk, with the manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved, and no claim by the Contractor for extension of the contract time will be granted by reason of his failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accord with the Contract or involves only a minor adjustment in the interest of the URA not involving a change in Contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from his responsibility for adherence to the Contract, or for any error in the drawing and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the URA to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the URA under the Contract and surety bond or bonds."

d. After the Contractor's drawings are approved, the Contractor must deliver to the URA the original tracings which have been corrected to agree with the approved prints.

116. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the URA for any additional information not already in his possession which should be furnished by the URA under terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time.

The Contractor shall, if requested, furnish promptly any assistance and information the Engineer or the URA, if there is no Engineer on the Project, may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. The Contractor shall furnish to the URA for approval the manufacturer's detailed specifications for all machinery, mechanical, and other special equipment, which he contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 hereof).

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with the requirements in the latest revision thereof, and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

118. SAMPLES, CERTIFICATES, AND TESTS

a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the Contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

The Engineer will call the various plants for the release of concrete, asphalt, etc.

b. Approval of any materials shall be general only and shall not constitute a waiver of the URA's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment, or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the Project by the Engineer;
- (2) The Contractor shall assume all costs of re-testing materials that fail to meet Contract Requirements.
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient.

d. The Contractor shall also submit to the URA for approval the names and addresses of all material Manufacturers and Dealers.

119. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the URA. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the URA will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the URA, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall, at his own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, building, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

c. The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

120. CARE OF WORK

a. The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the URA.

b. The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc. and he shall at his own expense completely repair any damage thereto caused by his operations.

d. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the URA from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the URA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

121. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precautions at all times for the protection of persons or property and shall be responsible for damages which occur as a result of his prosecution of the work.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the URA with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the URA and the City of Pittsburgh, as their interests may appear, from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

122. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service container or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

123. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials and conduct his construction operations within the contract limits as shown on the drawings and as prescribed by ordinances and permits and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.

b. The Contractor shall comply with all ordinances and codes of the Local Government regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

124. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically and as necessary, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. There shall be no trash burning on the site. If, after 48 hours from receipt of written notice from the URA, Contractor fails to fulfill its obligations under this section, the URA may engage others to do the work and may backcharge the Contractor for the costs.

125. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the URA and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The URA shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the URA may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the costs of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the URA.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof.) All tests by the URA will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the URA sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the URA, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the URA.

Should it be considered necessary or advisable by the URA at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect due to fault of the Contractor or his subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profits, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval, nor acceptance of the work in whole or in part by the URA or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

f. The duly authorized representative of the City of Pittsburgh shall at all times have full access to the Project in order to inspect the various materials used and to inspect all phases of the construction.

126. REVIEW BY URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

The URA, its authorized representatives and agents and the Representatives for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the URA through its authorized representatives or agents. The Contractor shall maintain all books and records, accounts and reports required under or for this Contract for a period of not less than four (4) years after the date of final completion of its work.

127. FINAL INSPECTION

When the Improvements embraced in this Contract are completed, the Contractor shall notify the URA in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the URA having charge of inspection. If the URA

determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice or as soon thereafter as is practicable. The inspection party will also include representatives of each department of the State/Local Government that will be responsible for owning and maintaining the improvements constructed under the contract.

128. DEDUCTION FOR UNCORRECTED WORK

If the URA deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the URA and subject to settlement, in case of dispute as herein provided.

129. INSURANCE

a. The Contractor shall purchase and maintain such insurance as set forth below which will protect the Contractor, the URA, and the City of Pittsburgh from claims which may arise out of or result from Contractor's operations under this Contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The URA and the City of Pittsburgh shall be named as additional insured on the Contractor's policies; however, the Workmen's Compensation and Contractual Liability insurance coverage required hereunder shall name only the Contractor as the insured party thereunder. The insurance must cover the legal liability of the URA as owner. The Contractor shall require his subcontractors to purchase and maintain insurance of like coverage and amounts.

The insurance policies shall be issued by carriers licensed to do business in Pennsylvania and with, at least, an AM Best Rating of A- and in the amounts shown below. The insurance shall apply as primary insurance with respect to any other insurance or self-insurance program which may otherwise provide coverage to the URA or the City of Pittsburgh

Contractor shall submit to the URA prior to commencement of services under this Agreement certificates of insurance evidencing the required insurance which name the URA and the City of Pittsburgh as an additional insured and which state that thirty (30) days advance notice will be given by registered mail to the URA of cancellation or modification of the required insurance.

Commercial General Liability insurance written on an ISO occurrence form and shall provide coverage for liability arising from premises, operations, independent contractor, products-completed operation, personal injury and advertising injury and liability assumed under an insured contract. Contractor shall also issue a form CG 25 03 to Contractor addressing multiple projects.

Commercial General Liability Each Occurrence	\$1,000,000
Damage to Rented Premises Each Occurrence	\$1,000,000
Med Expense (any one person)	\$25,000
Personal and Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/OP Agg	\$2,000,000

Umbrella Liability Insurance to provide coverage with limits of no less than \$5,000,000.00 for any one occurrence, combined Bodily Injury and Property Damage, excess over the Comprehensive General Liability Insurance and the Comprehensive Automobile Liability Insurance required above. The policy

form shall be the standard printed form of a company satisfactory to the URA, without any special endorsements limiting coverage.

Umbrella Liability Each Occurrence	\$5,000,000
Umbrella Aggregate	\$5,000,000

Business Automobile Liability covering all owned, non-owned and hired vehicles.

Combined Single Limit	\$1,000,000
-----------------------	-------------

Insurance and Contractual Liability Insurance \$1,000,000/in the aggregate
Workmen's Compensation as required by Federal, State and Local Law

Employer's Liability Coverage	\$500,000
Each Accident	\$500,000
Disease (each employee)	\$500,000
Disease (policy limit)	\$500,000

Deductible amounts under the foregoing policies shall be paid by Contractor.

Contractor's insurance carrier hereby waives all rights of subrogation, including rights of subrogation against the URA and the City of Pittsburgh and their respective employees, agents and representatives.

It is expressly understood that the URA does not, in any way, represent that the types and/or minimum limits of insurance hereinbefore specified are sufficient or adequate to protect Contractor's interests or liability.

b. Before commencing work, the Contractor shall submit Certificates of Insurance detailing the insurance coverage specified to the URA for review and approval. Contractor shall similarly submit Certificates of Insurance for each of its subcontractors. All policies shall be endorsed to provide for 30 days prior written notice of policy cancellation or material change directed to the URA. The URA may request copies of the actual policies should the need arise to review them. Upon review of the insurance coverage, the URA will indicate its approval or disapproval of the policies. New policies from other companies shall be provided in place of those disapproved. The required insurance shall be carried with financially responsible insurance companies, licensed in Pennsylvania and approved by the URA, and shall be kept in force until the Contractor's work is accepted by the URA. Contracts of insurance which expire before the Contractor's work is accepted by the URA shall be renewed and submitted to the URA for its approval.

130. PATENTS

The Contractor shall hold and save the URA, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the URA, unless otherwise specifically stipulated in the Technical Specifications.

131. WARRANTY OF TITLE

No material supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the URA free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the URA. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the URA or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the periods listed in the SPECIAL CONDITIONS for various items of construction. Such guaranty periods will start from the date of final acceptance of the work. The URA or the City of Pittsburgh will give notice of defective materials and work with reasonable promptness. If at any time during the guaranty period of the Guaranteed Items of Work listed in the SPECIAL CONDITIONS, the guaranteed items or any parts thereof, in the opinion of the URA or the City of Pittsburgh, require repairs due to faulty material or workmanship and the URA or City of Pittsburgh notifies the Contractor to make the required repairs, the Contractor shall immediately commence and complete the same to the satisfaction of the URA and the City of Pittsburgh. In case of failure or neglect of the Contractor within five (5) days from the date of the service of the notice to begin the repairs and faithfully prosecute the same to completion, the URA or the City of Pittsburgh shall have the right to purchase such materials as may be necessary and to employ the person or persons as may be proper and to undertake and complete the necessary repairs. The expense thereof shall be charged to the Contractor. When any final repairs on the items of work laid under the Contract are ordered by the URA or the City of Pittsburgh before the expiration of the guaranty period, and the Contractor, for any reason, is unable to or unwilling to complete such repairs before the expiration of the guaranty period, the guaranty period shall be extended and this Contract shall be in full force until such time as the repairs are completed in accordance with the specifications and accepted in writing by the URA and/or City of Pittsburgh.

133. JURISDICTIONAL DISPUTES

The Engineer or the URA shall not be brought into any dispute or controversy by reason of inadvertence or seeming necessity for issuing this specification in the form herewith presented. No arrangement of topics or other interrelation or reference used throughout in connection with any contract documents shall be construed by anyone to be interference on the part of either the Engineer or the URA with any jurisdictional or other trade rules or agreement.

134. EXPLOSIVES AND BLASTING

It is the responsibility of the Contractor to comply with all laws, rules and regulations with respect to the work to be done including the rules and regulations of the State Department of Labor and Industry and local municipalities governing the keeping, storage, use, manufacture, sale, handling, transportation or other disposition of explosives.

135. USE OF STEEL PRODUCED IN THE UNITED STATES

Steel Products Procurement Act. In the performance of this Agreement, Contractor and its subcontractors, materialmen, and suppliers shall use only 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 steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel-making process. Steel products include not only cast-iron products, but also machinery and equipment listed in United States Department of Commerce Standard Industrial Classifications 25 (furniture and fixtures), 35 (machinery, except electrical), and 37 (transportation equipment), and made of, fabricated from, or containing, steel components. If a product contains both foreign and United States steel, it shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials, and supplies have been mined, produced, or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product only if it complies with Section 165 of P.L. 97-424 (96 Stat. 2136).

If unidentified steel products are supplied under this Agreement, before any payment will be made, Contractor must provide documentation including, but not limited to, invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, Contractor must submit certification which satisfies the URA that Contractor has fully complied with this provision. URA shall not provide for or make any payments to any person who has not complied with the Pennsylvania Steel Products Procurement Act, 73 P.S. §§ 1881, *et seq.* (the "SPPA"). Any such payments made to any person by URA that should not have been made due to the SPPA shall be recoverable directly from the contractor, subcontractor, manufacturer, or supplier who did not comply with the SPPA. Contractor shall include the provisions of the SPPA in every subcontract and supply contract so that the provisions of the SPPA shall be binding upon each subcontractor and supplier.

136. CONFLICT OF INTERESTS

a. No member, official, or employee of the Urban Redevelopment Authority of Pittsburgh shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract, which affects his personal interests or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested.

b. No member of, or delegate to, the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

c. The Contractor shall incorporate or cause to be incorporated paragraphs a, b, and c of this section in all subcontracts.

d. Noncompliance by the Contractor with any or all of paragraphs a, b, and c of this section shall constitute a material breach of this agreement, and in such event, the URA shall have the right to at once cancel and terminate this Contract without being in any way obligated to the Contractor to reimburse him for any costs or expenses he may have or claim to have paid or incurred by reason of this Contract.

137. OTHER PROVISIONS

In addition to the stated provisions, the parties to this Contract agree to and are subject to all of the applicable conditions of the regulations issued pursuant to Title I of the Housing and Community Development Act of 1974, including, but not limited to, 24 CFR Part 570, and to all applicable laws, regulations and other requirements of HUD.

138. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all HUD regulations pertaining thereto, including but not limited to, 24 CFR Part 1.

139. AIR AND WATER ACTS

a. The Contractor does hereby certify that no building, plant, installation, structure, mine, location or site of operations owned, leased or supervised by the Contractor to be utilized in the performance of this Contract is listed on the List of Violating Facilities issued by the Environmental Protection Agency ("EPA") pursuant to 40 CFR 15.20, nor has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

b. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) including, but not limited to the requirements relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. The award of the Contract is conditioned upon prompt notices being given by the Contractor of any notification received from the Director, Office of Federal Activities, EPA, indicating that any building, plant, installation, structure, mine location or site of operations owned, leased or supervised

by the Contractor utilized or to be utilized for the performance of this Contract is under consideration to be listed on the EPA List of Violating Facilities.

d. The Contractor will include or cause to be included in every subcontract in excess of \$100,000, the criteria and requirements in paragraphs a through d of this part and will take such action as the Government may direct as a means of enforcing such provisions.

e. In the event that the Contractor fails to comply with any or all of the paragraphs of this part, the URA may cancel, terminate, suspend or cause to be canceled, terminated or suspended, this Contract, or any portion or portions thereof.

140. HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION ACT OF 1974

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction, to consult with the State Historic Preservation Officer for recovery of the items. Reference: National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971.

141 DEBARMENT CERTIFICATION

a. Contractor/Subcontractor certifies that it and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government. Contractor/Subcontractor will include this certification in all contracts and subcontracts funded by the Loan/Grant/Agreement in accordance with Subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD regulations in 2 CFR 2424.10 through 2424.1165..

b. Contractor/Subcontractor further certifies, for itself and all its contractors and subcontractors, that as of the date of its execution of this Agreement, neither Contractor/Subcontractor or any of its contractors, subcontractors or suppliers are under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality or authority and, if Contractor/Subcontractor cannot so certify, then it agrees to submit with this Agreement a written explanation of why such certification cannot be made.

c. Contractor/Subcontractor obligations pursuant to these provisions are ongoing from and after the effective date of this Agreement through the termination date hereof. Accordingly, Contractor/Subcontractor shall have an obligation to inform the URA if, at any time during the term of this Agreement, it or any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government or any other state or governmental entity. Such notification shall be within 15 days of suspension or debarment.

d. The failure of the Contractor/Subcontractor to notify the URA of its suspension or debarment by the federal government, the Commonwealth, any other state or governmental entity shall constitute an event of default under this Agreement.

GC-PART1-ura

GENERAL SPECIFICATIONS

GENERAL CONDITIONS FOR URA PROJECTS

PART II

201. THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS

The Project to which the construction work covered by this Contract pertains is subject to the Pennsylvania Prevailing Wage Act and the following Contract compliance provisions are included in this Contract.

202. PREVAILING MINIMUM WAGE RATE REQUIREMENTS

- a. The general prevailing minimum wage rates including contributions for employee benefits as determined by the Secretary of Labor and Industry are incorporated herein and made a part thereof.
- b. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates. The provisions of the Act are incorporated by reference therein and made a part thereof.
- c. Workers shall be paid not less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this Section.
- d. These provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by all subcontractors and are hereby made a part of this contract.
- e. No workers can be employed in the performance of this Contract except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of the herein before referenced Regulations shall be followed.
- f. All workers employed or working on this Contract shall be paid unconditionally, regardless of whether any Contractual relationship exists or the nature of any contractor, subcontractor, and workers, not less than once a week without deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Act of the aforementioned Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker on public work.

- g. The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workers their wages. The posted notice of wage rates must contain the following information:
- 1) Name of project
 - 2) Name of the Urban Redevelopment Authority of Pittsburgh as contracting agency.
 - 3) The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - 4) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - 5) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification of that the Contractor and/or subcontractor are not complying with the Act or the above-referenced Regulations in any manner whatsoever they may file a protest with the Secretary of Labor and Industry.
- h. Any workers paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- i. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a Contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- j. Payment of compensation to workers for work performed on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations issued pursuant thereto, regardless of the average hourly earnings resulting therefrom.

203. PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

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

- b. The Contractor and all subcontractors shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Urban Redevelopment Authority of Pittsburgh. The payrolls submitted shall certify that all workers have been paid wages in strict conformity with the provisions and if any wages remain unpaid to set forth the amount of wages due and owing to each worker respectively. The information should be submitted on Form LIPW-128, rev. 6/96.

204. APPRENTICES

Apprentices shall be limited to such numbers as shall be in accordance with a bonafide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any worker using the tools of a craft who does not qualify as an apprentice within the provisions of this section shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

205. SUBCONTRACTS

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

206. CERTIFICATION OF ELIGIBILITY

- a. By entering into this Contract, the Contractor certifies that neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, as amended, 43 P.S. 165-11(e).
- b. No part of this Contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

MOKA RETAINING WALL

APPROVAL OF SUBCONTRACTOR

PROJECT NAME _____

CONTRACT NO. _____ FOR _____ WORK

PRINCIPAL CONTRACTOR _____

Subcontractor _____

Address _____

Subcontractor Penn DOT Prequalification No. _____

Item(s) of Work _____

Date of Subcontract _____

Estimated Subcontract Starting Time _____

Submitted by Principal Contractor:

By _____ Date

Signature of Principal Contractor

APPROVED BY:

Urban Redevelopment Authority of Pittsburgh

Date

Date

NOTE

)This form must be submitted in three (3) copies together with one (1) copy of the Subcontract
)or accepted Proposal, one (1) copy of the Subcontractor's Qualifications Form and one (1) copy
)of Certificate of Insurance indicating coverage as required under General Conditions, Part I,
)and also one (1) copy of the Non-Collusion Affidavit of Subcontractor Form and Waiver of
)Mechanics' Liens

**Urban Redevelopment Authority of Pittsburgh
412 Boulevard of the Allies
Pittsburgh, Pennsylvania 15219**

STATEMENT OF SUBCONTRACTOR'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Subcontractor may submit any additional information he desires.

1. Name of Subcontractor: _____ Phone No: _____
2. PennDOT Prequalification No. (If applicable) _____
3. Permanent main office address: _____
4. When organized: _____
5. Check type of organization:
Individual _____ Partnership _____ Corporation _____
6. If a corporation, where incorporated? _____
7. How many years have you been engaged in the contracting business under your present firm or trade name? _____
8. Contracts on hand: (Schedule these, showing amount of each contract, the owner, the owner's phone number and the approximate anticipated dates of completion.) _____
9. Describe the general character of work performed by your company: _____
10. Have you ever failed to complete any work awarded to you?
If so, where and why? _____
11. Have you ever defaulted on a contract?
If so, where and why? _____

12. List the more important contracts recently completed by your company stating the owner, the owner's phone number, the approximate cost for each, and the month and year completed.

13. List your major equipment available for this subcontract.

14. Cite experience in work similar in kind and scope to this subcontract.

15. List background and experience of the principal members of your organization, including the officers.

16. Credit Available: \$ _____

17. Give bank reference: _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Urban Redevelopment Authority of Pittsburgh?

19. Do you have any Affirmative Action Program that meets the requirements of Section 210 (Equal Employment Opportunity) of the Contract General Conditions?

20. Do you have a written Affirmative Action Plan, outlining your Affirmative Action Program that will be made available to the Urban Redevelopment Authority of Pittsburgh upon request?

21. If you do not presently have such a Program and Plan, will you agree to establish a program and provide a plan, if requested by the Urban Redevelopment Authority of Pittsburgh?

22. Does your Affirmative Action Program actively support the training of minority group persons in the trade classifications which will be used in the execution of the subcontract?

23. Have you ever been denied an award of a contract have you ever had funds withheld from your firm for failure to comply with the Equal Employment Provisions required by Executive Order No. 11246?

24. For all parties in Interest identified in No. 23, provide for each the names of any contracting firms for which they ever had a beneficial interest and further state whether, during the period of ownership interest was held, the contracting firm ever defaulted on a contract (and if so, where and why), whether the contracting firm failed to complete any work awarded to it (and if so, where and why) and whether the contracting firm ever filed for bankruptcy.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Urban Redevelopment Authority of Pittsburgh in verification of the recitals comprising this Statement of Subcontractor's Qualifications.

Dated this _____ day of _____, 20____

Subcontractor

By _____

Title _____

State of _____)

)

)ss.

)

County of _____)

_____ Being duly sworn deposes and says that he is _____
of _____ and that the answers to the foregoing questions and all statements
therein contained are true and correct.

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

My commission expires _____, 20____.

WAIVER OF MECHANICS' LIENS

(For a Subcontractor in connection with a bonded project)

This WAIVER OF MECHANICS' LIENS (this "**Waiver**"), dated as _____, 20_____, is entered into by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Urban Redevelopment Law, 35 P.S. §1701 et seq., having offices at 412 Boulevard of the Allies, Pittsburgh, PA 15219 ("**URA**") and _____ (the "**Subcontractor**").

WITNESSETH THAT:

WHEREAS, URA and _____ (the "**Contractor**") have entered into a written contract dated _____, 20_____, known as _____, (the "**Contract**"), providing for the construction of certain public improvements (the "**Work**") upon property located in the City of Pittsburgh, Allegheny County, Pennsylvania described in EXHIBIT "A" attached hereto and made part hereof (the "**Property**") owned by the URA, (the "**Owner**"); and

WHEREAS the total amount of the Contract price is \$_____ (exclusive of future change orders), and the time of payment is set forth on Exhibit "B attached hereto and made a part hereof; and;

WHEREAS, the Contractor and the Subcontractor have entered into a written contract of even date herewith (the "**Subcontract**"), relating to certain labor and/or materials to be provided in connection with the Work; and

WHEREAS, the Contractor has posted a Labor and Materialmen's Payment Bond (the "**Bond**"), attached hereto as EXHIBIT "C", guaranteeing the payment of the labor and/or materials to be supplied by the Subcontractor; and

WHEREAS, due to the fact that the Contractor has posted the Bond, the Contract and this Waiver provide that no mechanics' lien or claims will be entered and filed against the Property or any part thereof by the Subcontractor or anyone claiming by, through, or under the Subcontractor for any Work, labor and materials supplied in connection with the performance of the Contract or the Subcontract; and

WHEREAS, the Subcontractor desire to grant this Waiver pursuant to and in compliance with the provisions of Article IV, § 402, of the Act of the General Assembly of Pennsylvania of August 24, 1963, P.L. 1175, No. 497, as amended, known as the Mechanics' Lien Law of 1963, 49 P.S. § 1101 *et seq.* (the "**Mechanics' Lien Law**"), in settlement of all claims of the Subcontractor.

NOW, THEREFORE, the Subcontractor, intending to be legally bound, hereby covenants and agrees as follows:

1. Unless the context hereof clearly indicates otherwise, all capitalized terms used herein are used as such terms defined in the Mechanics' Lien Law.
2. To the fullest extent permitted by applicable law, no mechanics' or materialman's lien or claim or other lien or claim of any kind whatsoever, pursuant to Section 301 of the Mechanics' Lien Law or otherwise, shall ever be filed or maintained against the Property, or any Improvement thereon, by the Subcontractor for any Work done or services performed or labor or materials furnished under the Subcontract for the demolition, erection, construction, alteration or repair of any Improvements, or for any other debts due by the Owners or the Contractor to the Subcontractor or Sub-subcontractor or any other claimant acting by, through or under the Subcontractor arising out of the performance of this Agreement.
3. The Subcontractor shall look solely to the Contractor for payment for all claims or debts due for any Work done or services performed, or labor or materials furnished in connection with any Improvements on the Property, so that no claim of any kind whatsoever shall be made or filed against the Owners or the Property for or on account of any Work done or labor or materials furnished under the Subcontract.
4. This Waiver shall be an independent covenant running with the land and shall operate and be effective with respect to all Work done or services performed, or labor or materials furnished under any supplemental contract or agreement between the Contractor and the Subcontractor or between the Subcontractor and any Sub-subcontractor for extra work to be done or extra services to be performed or extra labor or materials to be furnished in connection with any Work or Improvements on the Property.
5. In addition to any obligation of the Subcontractor to indemnify the Owners contained in this Waiver or the Subcontract, the Subcontractor shall indemnify, defend and hold harmless Owners from any claim, liability, damage, suit, cost, and expense (including without limitation reasonable attorneys' fees and court costs) arising, directly or indirectly, from (i) Subcontractor's breach of any covenant or agreement of Subcontractor contained in this Waiver and (ii) any mechanics' lien, suit, demand, claim for sums owed or lien threatened or filed by Subcontractor against Owners of the Property or the Improvements on, or to be built on, the Property or any other property or interest encompassed by the Contract and/or the Subcontract. This indemnification obligation includes, without limitation, the obligation to zealously pursue the feat of any lien claim as filed or threatened and the removal of any lien asserted against the Property or the Improvements, where such threatened or filed lien claim and/or lien is in contravention of this Waiver. This undertaking will be made entirely at the Subcontractor's sole cost and expense, and the Owners' only obligation shall be to reasonably cooperate and provide any information required for the fulfillment of this obligation.
6. Subcontractor acknowledges and agrees that it has actual notice that the Bond has been posted by the Contractor and that no mechanics' lien claim or other liens may be filed against the Property for the Work or the Improvements on, or to be built on, the Property or any other property or interest encompassed by the Contract. Subcontractor covenants and agrees to provide actual notice to all parties (the "**Sub-subcontractors**") with whom Subcontractor contracts (each, a "**Sub-subcontract**"), express or implied, for Work to be done on the Property and that no mechanics' lien claim or other liens may be filed against the Property by Subcontractor or any Sub-subcontractor for the Work or the Improvements on, or to be built on, the Property or any other property or interest encompassed by the Contract, the Subcontractor any Sub-subcontract.

7. Subcontractor hereby certifies that it has not delivered any materials or performed any work on the Property in connection with the Contract or Subcontract on or prior to the date of this Waiver and that Subcontractor will not deliver any materials or perform any Work on the Property until this Waiver has been filed with the Prothonotary of Allegheny County and, at the option of the Owners, the Allegheny County Recorder of Deeds Office in the Commonwealth of Pennsylvania.

8. The Subcontractor hereby authorizes the Owners and/or the Contractor to file this Waiver with the Prothonotary of Allegheny County and, at the option of the Owners, the Allegheny County Recorder of Deeds Office in the Commonwealth of Pennsylvania.

9. This Waiver shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and shall inure to the benefit of the Owners and the Subcontractor, and their respective successors and assigns.

IN WITNESS WHEREOF, the Subcontractor has duly executed this Waiver as of the day and year first above written.

SUBCONTRACTOR: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT "B"

PAYMENTS TO CONTRACTOR

EXHIBIT "C"

LABOR AND MATERIALMEN'S PAYMENT BOND

WAIVER OF MECHANICS' LIENS

(For a Sub-subcontractor in connection with a bonded project)

This WAIVER OF MECHANICS' LIENS (this "**Waiver**"), dated as _____, 20____, is entered into by and between URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Urban Redevelopment Law, 35 P.S. §1701 et seq., having offices at 412 Boulevard of the Allies, Pittsburgh, PA 15219 ("**URA**") and _____ (the "**Sub-subcontractor**").

WITNESSETH THAT:

WHEREAS, URA and _____ (the "**Contractor**") have entered into a written contract dated _____, 20____ known as _____, (the "**Contract**"), providing for the construction of certain public improvements (the "**Work**") upon property located in the City of Pittsburgh, Allegheny County, Pennsylvania described in EXHIBIT "A" attached hereto and made part hereof (the "**Property**") owned by the URA, (the "**Owner**"); and

WHEREAS the total amount of the Contract price is \$_____ (exclusive of future change orders), and the time of payment is set forth on Exhibit "B attached hereto and made a part hereof; and;

WHEREAS, the Contractor and _____ (the "**Subcontractor**") have entered into a written contract (the "**Subcontract**"), relating to certain labor and/or materials to be provided in connection with the Work; and

WHEREAS, the Subcontractor and Sub-subcontractor have entered into a written contract of even date herewith (the "**Sub-subcontract**"), relating to certain labor and/or materials to be provided in connection with the Work; and

WHEREAS, the Contractor has posted a Labor and Materialmen's Payment Bond (the "**Bond**"), attached hereto as EXHIBIT "C", guaranteeing the payment of the labor and/or materials to be supplied by the Subcontractor; and

WHEREAS, due to the fact that the Contractor has posted the Bond, the Contract and this Waiver provide that no mechanics' lien or claims will be entered and filed against the Property or any part thereof by the Sub-subcontractor or anyone claiming by, through, or under the Sub-subcontractor for any Work, labor and materials supplied in connection with the performance of the Contract, the Subcontractor the Sub-subcontract; and

WHEREAS, the Sub-subcontractor desire to grant this Waiver pursuant to and in compliance with the provisions of Article IV, § 402, of the Act of the General Assembly of Pennsylvania of August 24, 1963, P.L. 1175, No. 497, as amended, known as the Mechanics' Lien Law of 1963, 49 P.S. § 1101 *et seq.* (the "**Mechanics' Lien Law**"), in settlement of all claims of the Sub-subcontractor.

NOW, THEREFORE, the Subcontractor, intending to be legally bound, hereby covenants and agrees as follows:

1. Unless the context hereof clearly indicates otherwise, all capitalized terms used herein are used as such terms defined in the Mechanics' Lien Law.

2. To the fullest extent permitted by applicable law, no mechanics' or materialman's lien or claim or other lien or claim of any kind whatsoever, pursuant to Section 301 of the Mechanics' Lien Law or otherwise, shall ever be filed or maintained against the Property, or any Improvement thereon, by the Sub-subcontractor for any Work done or services performed or labor or materials furnished under the Sub-subcontract for the demolition, erection, construction, alteration or repair of any Improvements, or for any other debts due by the Owners, Contractor or Subcontractor to the Sub-subcontractor or any other claimant acting by, through or under the Sub-subcontractor arising out of the performance of this Agreement.

3. The Sub-subcontractor shall look solely to the Subcontractor or Contractor for payment for all claims or debts due for any Work done or services performed or labor or materials furnished in connection with any Improvements on the Property, so that no claim of any kind whatsoever shall be made or filed against the Owners or the Property for or on account of any Work done or labor or materials furnished under the Sub-subcontract.

4. This Waiver shall be an independent covenant running with the land and shall operate and be effective with respect to all Work done or services performed or labor or materials furnished under any supplemental contract or agreement between the Subcontractor and the Sub-subcontractor for extra work to be done or extra services to be performed or extra labor or materials to be furnished in connection with any Work or Improvements on the Property.

5. In addition to any obligation of the Sub-subcontractor to indemnify the Owners contained in this Waiver or the Sub-subcontract, the Sub-subcontractor shall indemnify, defend and hold harmless Owners from any claim, liability, damage, suit, cost and expense (including without limitation reasonable attorneys' fees and court costs) arising, directly or indirectly, from (i) Sub-subcontractor's breach of any covenant or agreement of sub-subcontractor contained in this Waiver and (ii) any mechanics' lien, suit, demand, claim for sums owed or lien threatened or filed by Sub-subcontractor against Owners or the Property or the Improvements on, or to be built on, the Property or any other property or interest encompassed by the Contract, the Subcontract and/or the Sub-subcontract. This indemnification obligation includes, without limitation, the obligation to zealously pursue the feat of any lien claim as filed or threatened and the removal of any lien asserted against the Property or the Improvements, where such threatened or filed lien claim and/or lien is in contravention of this Waiver. This undertaking will be made entirely at Sub-subcontractor's sole cost and expense, and the Owners' only obligation shall be to reasonably cooperate and provide any information required for the fulfillment of this obligation.

6. Sub-subcontractor acknowledges and agrees that it has actual notice that the Bond has been posted by the Contractor and that no mechanics' lien claim or other liens may be filed against the Property for the Work or the Improvements on, or to be built on, the Property or any other property or interest encompassed by the Contract. Sub-subcontractor covenants and agrees to provide actual notice to all parties with whom Sub-subcontractor contracts, express or implied, for Work to be done on the Property and that no mechanics' lien claim or other liens may be filed against the Property for the Work or the Improvements on, or to be built on, the Property or any other property or interest encompassed by the Contract, the Subcontractor any Sub-subcontract.

7. Sub-subcontractor hereby certifies that it has not delivered any materials or performed any work on the Property in connection with the Contract or Subcontract on or prior to the date of this Waiver.

8. The Sub-subcontractor hereby authorizes the Owners and/or the Contractor to file this Waiver with the Prothonotary of Allegheny County and, at the option of the Owners, the Allegheny County Recorder of Deeds Office in the Commonwealth of Pennsylvania.

9. This Waiver shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon and shall inure to the benefit of the Owners and the Sub-subcontractor, and their respective successors and assigns.

IN WITNESS WHEREOF, the Sub-subcontractor has duly executed this Waiver as of the day and year first above written.

SUB-SUBCONTRACTOR: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT "B"

PAYMENTS TO CONTRACTOR

EXHIBIT "C"

LABOR AND MATERIALMEN'S PAYMENT BOND

**CONDITIONAL FINAL WAIVER OF LIENS AND CLAIMS
AND AFFIDAVIT OF PAYMENT**

The undersigned is the _____ (title) of _____, which is the _____ (designate whether contractor, subcontractor, sub-subcontractor, supplier, consultant or otherwise) for the _____ (designate type of work, suppliers or services rendered) (the **“Work”**) under the contract between Urban Redevelopment Authority of Pittsburgh (**“URA”**) and _____ (name of prime contractor) for a construction project called _____, (the **“Project”**) on property located in the _____ Ward of the City of Pittsburgh, Allegheny County, Pennsylvania (the **“Property”**) owned by the URA, (the **“Owner”**).

For and in consideration of the sum of \$ _____ and other good and valuable consideration, to be paid by _____ (name of the contractor, or subcontractor) to the undersigned, which sum represents the total amount due and payable for all work performed and materials and services furnished in connection with the Property and the Project through the date hereof, and when the check clears the bank upon which it is drawn, then the undersigned unconditionally waives and releases any and all mechanics' lien claims, rights of lien, demands, damages, causes of action and other claims of whatever nature or description against the Owners, the Property, the Project, the Project lessees or any person or entity relating in any manner whatsoever to the Property and the Project.

The undersigned acknowledges and represents that the current payment represents full and final payment for all work, labor, materials, equipment, tools,- and services supplied to or in furtherance of the Project, include extra work and impact claims through the date hereof and that no additional sum is or will hereafter be claimed due by the undersigned for such work, services or materials against or from any person or entity, the Owners, the Property, the Project or any lessees.

The undersigned states that all persons who supplied labor, material, equipment, services or tools to the undersigned in connection with the Project have been paid in full or will be paid in full with the proceeds of the current payment.

The undersigned further agrees to indemnify, defend and hold harmless Owners from and against any and all suits, claims, damages, losses, costs, settlements, arbitration awards and expenses, including attorneys' fees suffered, incurred or arising from mechanics' or materialmen's liens and any other similar liens asserted against the Project, the Property, existing improvements on the Property, or any part thereof arising out of the Work for any losses or expenses should any such claim, lien or right to a lien be asserted (by the undersigned or by a laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

The undersigned further acknowledges that the receipt of the aforesaid sums shall be in full accord and satisfaction for the aforementioned claims with the full knowledge that Owners, their successors and assigns, are relying thereon; and furthermore, that upon receipt of the aforesaid sums, the undersigned acknowledges Owners' responsibilities under the contract have been fulfilled.

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on behalf of the undersigned.

Name of Subcontractor or Sub-subcontractor

Date

By: _____

Print Name: _____

Title: _____

State of _____)

)ss:

County of _____)

On _____, 20____, before me, the undersigned Notary Public in and for the said County and State, personally appeared _____ and acknowledged execution of the foregoing affidavit as his/her voluntary act and deed and further stated that the facts recited are true of his/her personal knowledge.

Notary Public

WAGE RATES

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

Project Name:	Moka Retaining Wall
Awarding Agency: Contract	Urban Redevelopment Authority
Award Date: Serial Number:	7/25/2022
Project Classification:	22-04675
Determination Date: Assigned	Heavy/Highway
Field Office: Field Office	5/26/2022
Phone Number: Toll Free	Pittsburgh
Phone Number: Project	(412)565-5300
County:	(877)504-8354
	Allegheny County

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

Project: 22-04675 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2017		\$36.66	\$24.25	\$60.91
Asbestos & Insulation Workers	8/1/2018		\$37.11	\$24.80	\$61.91
Asbestos & Insulation Workers	8/1/2019		\$38.16	\$25.75	\$63.91
Asbestos & Insulation Workers	8/1/2020		\$38.93	\$26.98	\$65.91
Asbestos & Insulation Workers	8/1/2021		\$40.05	\$27.86	\$67.91
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2017		\$31.69	\$22.15	\$53.84
Bricklayer	12/1/2018		\$32.35	\$22.49	\$54.84
Bricklayer	6/1/2019		\$32.75	\$22.79	\$55.54
Bricklayer	12/1/2019		\$33.25	\$22.99	\$56.24
Bricklayer	6/1/2020		\$34.05	\$23.09	\$57.14
Bricklayer	12/1/2020		\$34.50	\$23.59	\$58.09
Bricklayer	6/1/2021		\$35.15	\$23.84	\$58.99
Bricklayer	6/1/2022		\$36.34	\$24.60	\$60.94
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		\$33.01	\$16.63	\$49.64
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018	5/31/2019	\$33.75	\$17.34	\$51.09
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019	5/31/2020	\$34.72	\$17.82	\$52.54
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020	5/31/2021	\$35.48	\$18.56	\$54.04
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$36.23	\$19.31	\$55.54
Cement Mason/Concrete Finisher	6/1/2017	5/31/2018	\$29.52	\$18.39	\$47.91
Cement Mason/Concrete Finisher	6/1/2018	5/31/2019	\$30.27	\$18.99	\$49.26
Cement Mason/Concrete Finisher	6/1/2019		\$31.27	\$19.39	\$50.66
Cement Masons	6/1/2020		\$31.52	\$20.64	\$52.16
Cement Masons	6/1/2021		\$31.77	\$21.89	\$53.66
Drywall Finisher	6/1/2017		\$27.80	\$19.14	\$46.94
Drywall Finisher	6/1/2018		\$28.10	\$19.99	\$48.09
Drywall Finisher	6/1/2019	5/31/2020	\$29.10	\$20.49	\$49.59
Drywall Finisher	6/1/2020	5/31/2021	\$30.10	\$20.89	\$50.99
Drywall Finisher	6/1/2021	5/31/2022	\$31.00	\$21.39	\$52.39
Drywall Finisher	6/1/2022		\$32.00	\$21.89	\$53.89
Electricians & Telecommunications Installation Technician	12/23/2017		\$39.76	\$26.44	\$66.20
Electricians & Telecommunications Installation Technician	12/22/2018		\$41.74	\$26.44	\$68.18
Electricians & Telecommunications Installation Technician	12/22/2019		\$44.46	\$26.44	\$70.90
Electricians & Telecommunications Installation Technician	12/26/2020		\$43.61	\$29.29	\$72.90
Electricians & Telecommunications Installation Technician	12/26/2021		\$45.86	\$29.29	\$75.15
Electricians & Telecommunications Installation Technician	12/26/2022		\$48.31	\$29.29	\$77.60
Elevator Constructor	1/1/2018		\$47.22	\$33.00	\$80.22

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

Project: 22-04675 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Glazier	9/1/2017		\$28.00	\$22.60	\$50.60
Glazier	9/1/2018		\$28.62	\$23.23	\$51.85
Glazier	9/1/2019		\$30.50	\$24.40	\$54.90
Glazier	9/1/2020		\$31.00	\$26.05	\$57.05
Glazier	9/1/2021		\$32.61	\$27.19	\$59.80
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$33.54	\$30.24	\$63.78
Iron Workers	6/1/2018		\$34.49	\$31.17	\$65.66
Iron Workers	6/1/2019		\$35.49	\$32.30	\$67.79
Iron Workers	6/1/2020		\$37.29	\$32.87	\$70.16
Iron Workers	6/1/2022		\$38.39	\$34.27	\$72.66
Laborers (Class 01 - See notes)	1/1/2018		\$22.32	\$16.67	\$38.99
Laborers (Class 01 - See notes)	1/1/2019		\$22.37	\$17.67	\$40.04
Laborers (Class 01 - See notes)	1/1/2020		\$26.42	\$14.67	\$41.09
Laborers (Class 01 - See notes)	1/1/2021		\$22.82	\$19.32	\$42.14
Laborers (Class 01 - See notes)	1/1/2022		\$24.82	\$19.46	\$44.28
Laborers (Class 01 - See notes)	1/1/2023		\$25.82	\$19.46	\$45.28
Laborers (Class 01 - See notes)	1/1/2024		\$26.82	\$19.46	\$46.28
Laborers (Class 01 - See notes)	1/1/2025		\$27.32	\$19.96	\$47.28
Laborers (Class 01 - See notes)	1/1/2026		\$27.82	\$20.46	\$48.28
Laborers (Class 02 - See notes)	1/1/2018		\$22.47	\$16.67	\$39.14
Laborers (Class 02 - See notes)	1/1/2019		\$22.52	\$17.67	\$40.19
Laborers (Class 02 - See notes)	1/1/2020		\$26.57	\$14.67	\$41.24
Laborers (Class 02 - See notes)	1/1/2021		\$22.97	\$19.32	\$42.29
Laborers (Class 02 - See notes)	1/1/2022		\$24.97	\$19.46	\$44.43
Laborers (Class 02 - See notes)	1/1/2023		\$25.97	\$19.46	\$45.43
Laborers (Class 02 - See notes)	1/1/2024		\$26.97	\$19.46	\$46.43
Laborers (Class 02 - See notes)	1/1/2025		\$27.47	\$19.96	\$47.43
Laborers (Class 02 - See notes)	1/1/2026		\$27.97	\$20.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2018		\$22.60	\$16.67	\$39.27
Laborers (Class 03 - See notes)	1/1/2019		\$22.65	\$17.67	\$40.32
Laborers (Class 03 - See notes)	1/1/2020		\$26.70	\$14.67	\$41.37
Laborers (Class 03 - See notes)	1/1/2021		\$23.10	\$19.32	\$42.42
Laborers (Class 03 - See notes)	1/1/2022		\$26.47	\$19.46	\$45.93
Laborers (Class 03 - See notes)	1/1/2023		\$28.97	\$19.46	\$48.43
Laborers (Class 03 - See notes)	1/1/2024		\$29.97	\$19.46	\$49.43
Laborers (Class 03 - See notes)	1/1/2025		\$30.47	\$19.96	\$50.43
Laborers (Class 03 - See notes)	1/1/2026		\$30.97	\$20.46	\$51.43
Laborers (Class 04 - See notes)	1/1/2018		\$23.07	\$16.67	\$39.74
Laborers (Class 04 - See notes)	1/1/2019		\$23.12	\$17.67	\$40.79
Laborers (Class 04 - See notes)	1/1/2020		\$27.17	\$14.67	\$41.84
Laborers (Class 04 - See notes)	1/1/2021		\$23.57	\$19.32	\$42.89
Landscape Laborer (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Skilled)	1/1/2019		\$21.44	\$16.08	\$37.52
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62

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

Project: 22-04675 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
Landscape Laborer (Tractor Operator)	1/1/2019		\$21.74	\$16.08	\$37.82
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2018		\$20.59	\$15.31	\$35.90
Landscape Laborer	1/1/2019		\$21.02	\$16.08	\$37.10
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Millwright	6/1/2017		\$39.83	\$18.57	\$58.40
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	6/12/2017		\$34.49	\$20.15	\$54.64
Operators (Class 01 - see notes)	6/1/2018		\$35.09	\$20.95	\$56.04
Operators (Class 01 - see notes)	6/1/2019		\$35.69	\$21.75	\$57.44
Operators (Class 01 - see notes)	6/1/2020		\$36.39	\$22.55	\$58.94
Operators (Class 01 - see notes)	6/1/2021		\$37.09	\$23.35	\$60.44
Operators (Class 02 -see notes)	6/12/2017		\$29.58	\$20.15	\$49.73
Operators (Class 02 -see notes)	6/1/2018		\$29.90	\$20.95	\$50.85
Operators (Class 02 -see notes)	6/1/2019		\$30.22	\$21.75	\$51.97
Operators (Class 02 -see notes)	6/1/2020		\$30.62	\$22.55	\$53.17
Operators (Class 02 -see notes)	6/1/2021		\$31.02	\$23.35	\$54.37
Operators (Class 03 - See notes)	6/12/2017		\$28.25	\$20.15	\$48.40
Operators (Class 03 - See notes)	6/1/2018		\$28.46	\$20.95	\$49.41
Operators (Class 03 - See notes)	6/1/2019		\$28.67	\$21.75	\$50.42
Operators (Class 03 - See notes)	6/1/2020		\$28.95	\$22.55	\$51.50
Operators (Class 03 - See notes)	6/1/2021		\$29.23	\$23.35	\$52.58
Painters Class 6 (see notes)	6/1/2017		\$27.50	\$18.66	\$46.16
Painters Class 6 (see notes)	6/1/2018		\$28.00	\$19.36	\$47.36
Painters Class 6 (see notes)	6/1/2019		\$28.50	\$20.06	\$48.56
Painters Class 6 (see notes)	6/1/2020		\$28.80	\$20.99	\$49.79
Painters Class 6 (see notes)	6/1/2021		\$29.15	\$21.89	\$51.04
Painters Class 6 (see notes)	6/1/2022		\$29.50	\$22.82	\$52.32
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Plasterers	6/1/2017		\$28.79	\$15.79	\$44.58
Plasterers	6/1/2017		\$28.79	\$15.79	\$44.58
Plasterers	6/1/2018		\$28.74	\$16.84	\$45.58
Plasterers	6/1/2019		\$29.78	\$17.20	\$46.98
Plasterers	6/1/2020		\$29.78	\$18.60	\$48.38

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

Project: 22-04675 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plasterers	6/1/2021		\$30.69	\$19.09	\$49.78
plumber	6/1/2018		\$40.85	\$21.77	\$62.62
plumber	6/1/2019		\$43.00	\$21.77	\$64.77
plumber	6/1/2020		\$45.15	\$21.77	\$66.92
plumber	6/1/2021		\$47.25	\$21.77	\$69.02
plumber	6/1/2022		\$49.35	\$21.77	\$71.12
Plumbers	6/1/2017		\$39.20	\$21.27	\$60.47
Pointers, Caulkers, Cleaners	12/1/2017		\$29.88	\$18.73	\$48.61
Pointers, Caulkers, Cleaners	6/1/2019		\$31.38	\$19.44	\$50.82
Pointers, Caulkers, Cleaners	12/1/2019		\$31.93	\$19.64	\$51.57
Pointers, Caulkers, Cleaners	6/1/2020		\$32.63	\$19.72	\$52.35
Pointers, Caulkers, Cleaners	12/1/2020		\$33.15	\$19.97	\$53.12
Pointers, Caulkers, Cleaners	6/1/2021		\$33.70	\$20.22	\$53.92
Pointers, Caulkers, Cleaners	6/1/2022		\$35.00	\$20.53	\$55.53
Roofers	6/1/2017		\$31.00	\$15.17	\$46.17
Roofers	6/1/2018		\$31.00	\$16.42	\$47.42
Roofers	6/1/2019		\$34.83	\$13.84	\$48.67
Roofers	6/1/2020		\$36.08	\$13.84	\$49.92
Roofers	6/1/2022		\$36.04	\$19.13	\$55.17
Sheet Metal Workers	7/1/2017		\$33.70	\$27.74	\$61.44
Sheet Metal Workers	7/1/2018		\$34.47	\$28.08	\$62.55
Sheet Metal Workers	7/1/2019		\$36.21	\$28.36	\$64.57
Sheet Metal Workers	7/1/2020		\$37.96	\$28.63	\$66.59
Sheet Metal Workers	7/1/2021		\$38.76	\$30.00	\$68.76
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sprinklerfitters	1/1/2017		\$35.42	\$20.52	\$55.94
Sprinklerfitters	7/1/2017		\$36.42	\$20.52	\$56.94
Sprinklerfitters	7/1/2020		\$38.91	\$23.23	\$62.14
Steamfitters	6/1/2017		\$41.71	\$19.01	\$60.72
Steamfitters	6/1/2018		\$40.55	\$22.67	\$63.22
Steamfitters	6/1/2020		\$42.25	\$25.22	\$67.47
Steamfitters	6/1/2021		\$42.75	\$26.72	\$69.47
Steamfitters	6/1/2022		\$44.15	\$27.32	\$71.47
Stone Masons	12/1/2017		\$32.66	\$21.41	\$54.07
Stone Masons	6/1/2019		\$33.72	\$22.05	\$55.77
Stone Masons	12/1/2019		\$34.22	\$22.25	\$56.47
Stone Masons	6/1/2020		\$35.02	\$22.35	\$57.37
Stone Masons	12/1/2020		\$35.72	\$22.60	\$58.32
Stone Masons	6/1/2021		\$36.37	\$22.85	\$59.22
Stone Masons	6/1/2022		\$37.91	\$23.26	\$61.17
Terrazzo Finisher	12/1/2017		\$31.08	\$15.85	\$46.93
Terrazzo Finisher	6/1/2019		\$32.01	\$16.52	\$48.53
Terrazzo Finisher	12/1/2019		\$32.37	\$16.74	\$49.11
Terrazzo Finisher	6/1/2020		\$32.96	\$16.90	\$49.86

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

Project: 22-04675 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Terrazzo Finisher	12/1/2020		\$33.46	\$17.15	\$50.61
Terrazzo Finisher	6/1/2021		\$34.00	\$17.46	\$51.46
Terrazzo Finisher	6/1/2022		\$35.33	\$17.68	\$53.01
Terrazzo Mechanics	12/1/2017		\$30.57	\$17.91	\$48.48
Terrazzo Mechanics	6/1/2019		\$31.31	\$18.67	\$49.98
Terrazzo Mechanics	12/1/2019		\$31.79	\$18.92	\$50.71
Terrazzo Mechanics	6/1/2020		\$32.32	\$19.09	\$51.41
Terrazzo Mechanics	12/1/2020		\$32.82	\$19.34	\$52.16
Terrazzo Mechanics	6/1/2021		\$33.30	\$19.71	\$53.01
Terrazzo Mechanics	6/1/2022		\$34.69	\$19.97	\$54.66
Tile Finisher	12/1/2017		\$25.16	\$14.90	\$40.06
Tile Finisher	6/1/2019		\$25.69	\$15.65	\$41.34
Tile Finisher	12/1/2019		\$26.00	\$15.86	\$41.86
Tile Finisher	6/1/2020		\$26.47	\$16.07	\$42.54
Tile Finisher	12/1/2020		\$26.86	\$16.36	\$43.22
Tile Finisher	6/1/2021		\$27.19	\$16.71	\$43.90
Tile Finisher	6/1/2022		\$28.35	\$16.99	\$45.34
Tile Setter	12/1/2017		\$30.75	\$19.05	\$49.80
Tile Setter	6/1/2019		\$31.47	\$20.03	\$51.50
Tile Setter	12/1/2019		\$31.91	\$20.24	\$52.15
Tile Setter	6/1/2020		\$32.58	\$20.42	\$53.00
Tile Setter	12/1/2020		\$33.12	\$20.73	\$53.85
Tile Setter	6/1/2021		\$33.58	\$21.12	\$54.70
Tile Setter	6/1/2022		\$35.04	\$21.46	\$56.50
Truckdriver class 1(see notes)	1/1/2016		\$27.62	\$16.60	\$44.22
Truckdriver class 1(see notes)	1/1/2020		\$29.93	\$20.21	\$50.14
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 2 (see notes)	1/1/2016		\$27.75	\$16.69	\$44.44
Truckdriver class 2 (see notes)	1/1/2020		\$30.39	\$20.52	\$50.91
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 2 (see notes)	1/1/2022		\$31.14	\$21.27	\$52.41
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

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

Project: 22-04675 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2018	12/31/2018	\$33.17	\$17.77	\$50.94
Carpenter	1/1/2019		\$34.02	\$18.42	\$52.44
Carpenter	1/1/2020		\$35.02	\$18.92	\$53.94
Carpenter	1/1/2021		\$36.12	\$19.32	\$55.44
Carpenter	1/1/2022		\$37.10	\$19.84	\$56.94
Carpenter Welder	1/1/2018	12/31/2018	\$34.12	\$17.77	\$51.89
Carpenter Welder	1/1/2019		\$34.97	\$18.42	\$53.39
Carpenter Welder	1/1/2020		\$35.97	\$18.92	\$54.89
Carpenter Welder	1/1/2021		\$37.07	\$19.32	\$56.39
Carpenter Welder	1/1/2022		\$38.05	\$19.84	\$57.89
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Cement Finishers	1/1/2021		\$32.84	\$22.60	\$55.44
Cement Finishers	1/1/2022		\$33.14	\$23.80	\$56.94
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2017		\$45.24	\$24.23	\$69.47
Electric Lineman	5/28/2018		\$46.29	\$25.26	\$71.55
Electric Lineman	5/27/2019		\$47.38	\$26.30	\$73.68
Electric Lineman	6/1/2020		\$48.51	\$27.38	\$75.89
Electric Lineman	5/31/2021		\$50.33	\$27.73	\$78.06
Electric Lineman	5/30/2022		\$51.42	\$28.85	\$80.27
Electric Lineman	5/29/2023		\$52.56	\$29.99	\$82.55
Electric Lineman	6/3/2024		\$53.97	\$31.05	\$85.02
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$33.54	\$30.24	\$63.78
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2020		\$37.29	\$32.87	\$70.16
Laborers (Class 01 - See notes)	1/1/2018		\$24.85	\$22.35	\$47.20
Laborers (Class 01 - See notes)	1/1/2019		\$24.85	\$23.85	\$48.70
Laborers (Class 01 - See notes)	1/6/2020		\$26.10	\$24.10	\$50.20
Laborers (Class 01 - See notes)	1/6/2021		\$26.90	\$24.80	\$51.70
Laborers (Class 01 - See notes)	1/6/2022		\$27.70	\$25.50	\$53.20
Laborers (Class 02 - See notes)	1/1/2018		\$25.01	\$22.35	\$47.36
Laborers (Class 02 - See notes)	1/1/2019		\$25.01	\$23.85	\$48.86
Laborers (Class 02 - See notes)	1/6/2020		\$26.26	\$24.10	\$50.36
Laborers (Class 02 - See notes)	1/6/2021		\$27.06	\$24.80	\$51.86
Laborers (Class 02 - See notes)	1/6/2022		\$27.86	\$25.50	\$53.36
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25
Laborers (Class 03 - See notes)	1/6/2020		\$26.65	\$24.10	\$50.75
Laborers (Class 03 - See notes)	1/6/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/6/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 04 - See notes)	1/6/2020		\$27.10	\$24.10	\$51.20

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

Project: 22-04675 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 04 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
Laborers (Class 05 - See notes)	1/1/2019		\$26.26	\$23.85	\$50.11
Laborers (Class 05 - See notes)	1/6/2020		\$27.51	\$24.10	\$51.61
Laborers (Class 05 - See notes)	1/6/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/6/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 06 - See notes)	1/1/2018		\$23.10	\$22.35	\$45.45
Laborers (Class 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
Laborers (Class 06 - See notes)	1/6/2020		\$24.35	\$24.10	\$48.45
Laborers (Class 06 - See notes)	1/6/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/6/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 07 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 07 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 07 - See notes)	1/6/2020		\$27.10	\$24.10	\$51.20
Laborers (Class 07 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 07 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 08 - See notes)	1/1/2018		\$27.35	\$22.35	\$49.70
Laborers (Class 08 - See notes)	1/1/2019		\$27.35	\$23.85	\$51.20
Laborers (Class 08 - See notes)	1/6/2020		\$28.60	\$24.10	\$52.70
Laborers (Class 08 - See notes)	1/6/2021		\$29.40	\$24.80	\$54.20
Laborers (Class 08 - See notes)	1/6/2022		\$30.20	\$25.50	\$55.70
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	1/1/2018		\$31.29	\$20.78	\$52.07
Operators (Class 01 - see notes)	1/1/2019		\$31.89	\$21.68	\$53.57
Operators (Class 01 - see notes)	1/1/2020		\$32.89	\$22.23	\$55.12
Operators (Class 01 - see notes)	1/1/2021		\$33.89	\$22.73	\$56.62
Operators (Class 01 - see notes)	1/1/2022		\$34.79	\$23.33	\$58.12
Operators (Class 02 -see notes)	1/1/2018		\$31.03	\$20.78	\$51.81
Operators (Class 02 -see notes)	1/1/2019		\$31.63	\$21.68	\$53.31
Operators (Class 02 -see notes)	1/1/2020		\$32.63	\$22.23	\$54.86
Operators (Class 02 -see notes)	1/1/2021		\$33.63	\$22.73	\$56.36
Operators (Class 02 -see notes)	1/1/2022		\$34.53	\$23.33	\$57.86
Operators (Class 03 - See notes)	1/1/2018		\$27.38	\$20.78	\$48.16
Operators (Class 03 - See notes)	1/1/2019		\$27.98	\$21.68	\$49.66
Operators (Class 03 - see notes)	1/1/2020		\$28.98	\$22.23	\$51.21
Operators (Class 03 - see notes)	1/1/2021		\$29.98	\$22.73	\$52.71
Operators (Class 03 - See notes)	1/1/2022		\$30.88	\$23.33	\$54.21
Operators (Class 04 - See notes)	1/1/2018		\$26.92	\$20.78	\$47.70
Operators (Class 04 - See notes)	1/1/2019		\$27.52	\$21.68	\$49.20
Operators (Class 04 - See notes)	1/1/2020		\$28.52	\$22.23	\$50.75
Operators (Class 04 - See notes)	1/1/2021		\$29.52	\$22.73	\$52.25
Operators (Class 04 - See notes)	1/1/2022		\$30.42	\$23.33	\$53.75
Operators (Class 05 - See notes)	1/1/2018		\$26.67	\$20.78	\$47.45

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

Project: 22-04675 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 05 - See notes)	1/1/2019		\$27.27	\$21.68	\$48.95
Operators (Class 05 - See notes)	1/1/2020		\$28.27	\$22.23	\$50.50
Operators (Class 05 - See notes)	1/1/2021		\$29.27	\$22.73	\$52.00
Operators (Class 05 - See notes)	1/1/2022		\$30.17	\$23.33	\$53.50
Operators Class 1-A	1/1/2020		\$35.89	\$22.23	\$58.12
Operators Class 1-A	1/1/2021		\$36.89	\$22.73	\$59.62
Operators Class 1-A	1/1/2022		\$37.79	\$23.33	\$61.12
Operators Class 1-B	1/1/2020		\$34.89	\$22.23	\$57.12
Operators Class 1-B	1/1/2021		\$35.89	\$22.73	\$58.62
Operators Class 1-B	1/1/2022		\$36.79	\$23.33	\$60.12
Painters Class 1 (see notes)	6/1/2017		\$31.85	\$18.66	\$50.51
Painters Class 1 (see notes)	6/1/2017		\$31.98	\$18.43	\$50.41
Painters Class 1 (see notes)	6/1/2018		\$32.50	\$19.36	\$51.86
Painters Class 1 (see notes)	6/1/2019		\$33.15	\$20.06	\$53.21
Painters Class 1 (see notes)	6/1/2020		\$33.55	\$20.99	\$54.54
Painters Class 1 (see notes)	6/1/2021		\$34.00	\$21.89	\$55.89
Painters Class 1 (see notes)	6/1/2022		\$34.45	\$22.82	\$57.27
Painters Class 2 (see notes)	6/1/2017		\$33.95	\$18.66	\$52.61
Painters Class 2 (see notes)	6/1/2018		\$34.60	\$19.36	\$53.96
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 3 (see notes)	6/1/2017		\$33.95	\$18.66	\$52.61
Painters Class 3 (see notes)	6/1/2017		\$27.58	\$18.48	\$46.06
Painters Class 3 (see notes)	6/1/2018		\$34.60	\$19.36	\$53.96
Painters Class 3 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 3 (see notes)	6/1/2020		\$35.72	\$20.99	\$56.71
Painters Class 3 (see notes)	6/1/2021		\$36.25	\$21.89	\$58.14
Painters Class 3 (see notes)	6/1/2022		\$36.77	\$22.82	\$59.59
Painters Class 4 (see notes)	6/1/2017		\$27.16	\$18.66	\$45.82
Painters Class 4 (see notes)	6/1/2018		\$27.68	\$19.36	\$47.04
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2017		\$22.07	\$18.66	\$40.73
Painters Class 5 (see notes)	6/1/2018		\$22.49	\$19.36	\$41.85
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Pile Driver Divers (Building, Heavy, Highway)	1/1/2020		\$53.10	\$19.70	\$72.80
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Piledrivers	1/1/2020		\$35.40	\$19.70	\$55.10
Piledrivers	1/1/2021		\$36.54	\$20.06	\$56.60
Piledrivers	1/1/2022		\$37.63	\$20.47	\$58.10
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51

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

Project: 22-04675 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2018		\$28.52	\$18.40	\$46.92
Truckdriver class 1(see notes)	1/1/2019		\$28.99	\$19.43	\$48.42
Truckdriver class 1(see notes)	1/1/2020		\$29.93	\$20.21	\$50.14
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 2 (see notes)	1/1/2018		\$28.66	\$18.48	\$47.14
Truckdriver class 2 (see notes)	1/1/2019		\$29.13	\$19.51	\$48.64
Truckdriver class 2 (see notes)	1/1/2020		\$30.39	\$20.52	\$50.91
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 3 (see notes)	1/1/2018		\$29.13	\$18.78	\$47.91
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania and its agencies and authorities, including the URA (collectively, the “Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

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

A. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.

B. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.

C. Contractor, its affiliates, agents, and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; and the Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or to breach any other state or federal law or regulation.

D. Contractor, its affiliates, agents, and employees shall not offer, give or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

E. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

F. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercises of discretion, or violation of a known legal duty by any Commonwealth official or employee.

G. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.

H. Contractor shall not have a financial interest in any other Contractor, subgrantee, or supplier providing services, labor, or material on this project unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor’s financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.

I. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any

information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:

1. Approved in writing by the Commonwealth prior to its disclosure; or
2. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
4. Necessary for purposes of Contractor's internal assessment and review; or
5. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
7. Otherwise required by law.

J. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners, or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

1. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (a) obtaining;
 - (b) attempting to obtain; or
 - (c) performing a public contract or subcontract.

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

3. Violation of federal or state antitrust statutes.
4. Violation of any federal or state law regulating campaign contributions.
5. Violation of any federal or state environmental law.
6. Violation of any federal or state law regulating hours of labor, minimum wage standards, or prevailing wage standards; discrimination in wages; or child labor violations.
7. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
8. Violation of any federal or state law prohibiting discrimination in employment.

9. Debarment by any agency or department of the federal government or by any other state.

10. Any other crime involving moral turpitude or business honesty or integrity. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

K. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

2. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

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

L. Contractor shall comply with requirements of the Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement state, are not exempt and must be reported.

M. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

N. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

O. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concerning this contract.

P. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the

value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Contractor to complete performance under this contract and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law statute, regulation, or otherwise.

Q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.

1. “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

2. “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

3. “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

4. “Financial interest” means:

(a) Ownership of more than a five percent interest in any business; or

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

5. “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153 (b), shall apply.

6. “Immediate family” means a spouse and any unemancipated child.

7. “Non-bid basis” means a contract awarded or executed by the Commonwealth with the Contractor without seeking bids or proposals from any other potential bidder or offeror.

8. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

SPECIAL CONDITIONS
PART I&PART II

INDEX
SPECIAL CONDITIONS PART I

401.0	SPECIAL CONDITIONS FOR MOKA RETAINING WALL	SCI-1
401.1	PROJECT AREA	SCI-1
401.2	WORK BY OTHERS	SCI-1
401.3	STREET CLOSING	SCI-1
401.4	TIME FOR COMPLETION	SCI-2
401.5	RELEASE OF SITE	SCI-2
401.6	LIQUIDATED DAMAGES	SCI-2
401.7	RESPONSIBILITIES OF CONTRACTOR	SCI-3
401.8	COMMUNICATIONS	SCI-3
401.9	JOB OFFICE AND EQUIPMENT STORAGE	SCI-4
401.10	CONTRACT DOCUMENTS AND DRAWINGS	SCI-4
401.11	DISPOSITION OF MATERIALS	SCI-4
401.12	WORK HOURS	SCI-5
401.13	SALVAGE OPERATIONS	SCI-5
401.14	SIGNS	SCI-5
401.15	CONSTRUCTION PROGRESS SCHEDULE	SCI-5
401.16	UTILITIES	SCI-6
401.17	SITE SECURITY	SCI-7
401.18	USE OF WATER	SCI-7
401.19	SURFACE WATER MANAGEMENT	SCI-7
401.20	DAMAGE TO ADJACENT PROPERTY	SCI-8
401.21	PRECONSTRUCTION VIDEO SURVEY	SCI-8
401.22	HEALTH & SAFETY PLAN	SCI-8
401.23	GUARANTEED ITEMS OF WORK	SCI-8

INDEX
SPECIAL CONDITIONS PART I

401.24 SUPERINTENDENCE BY CONTRACTORSCI-9

401.25 ACCESS AND COORDINATIONSCI-9

401.26 SAFETY (O.S.H.A)SCI-9

401.27 PROJECT PERMITSSCI-9

401.28 PROJECT CLOSEOUT SCI-10

401.29 SPECIAL NOTICES TO ALL CONTRACTORSSCI-10

401.30 SANITARY FACILITIES.....SCI-10

401.31 RECORD AS-BUILT DRAWINGS.....SCI-10

401.32 RELEASE OF FINAL PAYMENT.....SCI-11

401.33 ADDITIONAL INSUREDSSCI-11

401.34 COVID-19 INDEMNITY AGREEMENTSCI-11

SPECIAL CONDITIONS

PART I

401.0 SPECIAL CONDITIONS FOR MOKA RETAINING WALL AT 502 SOHO ST.

401.1 PROJECT AREA

The project area is located at 502 Soho Street in the Bluff/Uptown neighborhood of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania.

401.2 WORK BY OTHERS

It is the Contractor's responsibility to act cooperatively to the fullest extent possible with other contractors, site developers, private and public utility companies, and adjacent property owners. All work must be coordinated through the Engineer to minimize conflicts and delays.

401.3 STREET CLOSING

- A. No public streets, driveways, sidewalks, alleys, trails, or passageways shall be closed or obstructed unless specifically approved and authorized by the City of Pittsburgh Department of Public Works Traffic Division, and prior notification is given to the Pittsburgh Police Department. No material or equipment whatsoever shall be placed or stored on streets, alleys, sidewalks, trails, or passageways unless similarly approved and authorized. Demolition operations shall be conducted so as to interfere as little as possible with the use ordinarily made of any streets, driveways, sidewalks, alleys, trails, or passageways affected by the demolition activities.
- B. When retaining wall construction work activities necessitate the use of the street, driveways, sidewalks, alleys, trail, or passageway areas the Contractor shall maintain at least one area for pedestrian access at all times and shall make every reasonable effort to maintain one open lane in each direction for vehicular movement along the street. When in the interest of public safety and to properly and safely complete the retaining wall activity, the street must be closed; the duration of the closing shall be minimized. Upon closing the affected street, the Contractor shall expedite the work activity so as to permit the reopening of the street as soon as possible. Street closings may be limited to off-peak hours. The

Contractor shall secure all required permits for this closing. The Contractor shall provide all maintenance and protection of traffic devices as required.

- C. The costs associated with all permits, maintenance, and protection of traffic devices and the maintaining of said devices shall be reflected in the lump sum bid prices for the various bid items of work in the contract.

401.4 TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the URA. The Contractor shall be fully completed within ninety (90) consecutive calendar days from the issue of the "Notice to Proceed."

401.5 RELEASE OF SITE

Time is of the essence in the completion of the retaining wall work included in the contract, and the Contractor shall, upon release of the site to him, immediately commence the following activities:

- Site clearing; unclassified excavation, including benching, fine grading, and removal of the existing foundation.
- Procurement of the necessary landfill approvals for disposal of various materials
- The installation of soldier piles and lagging retaining wall.
- Existing curb protection, with concrete pavement and fence installation.
- Maintenance and removal of erosion and sediment control devices.

401.6 LIQUIDATED DAMAGES

As actual damages for any delay in completion of the Work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the Owner the sum of \$1,000.00 as fixed, agreed, and liquidated damages for each calendar day of delay beyond the specific times stipulated for completion or as modified in accordance with the section entitled Changes in Work under General Conditions Part 1 until such work is satisfactorily completed and accepted. The scheduled of liquidated damages which are in effect for the contractor is as follows: Contractor agrees to pay as liquidated damages, the sum of \$1,000.00 per day for each consecutive calendar day thereafter for failure to fully complete the work tasks of the project within the times specified in Section 111 – Terminations, Delays, and

Liquidated Damages or as modified in accordance with the section entitled “Changes in the Work.”

401.7 RESPONSIBILITIES OF CONTRACTOR

Except where otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all material, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred, and all other services and facilities of every nature whatsoever necessary for his performance of the contract within the specified time.

401.8 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notices to or demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of this agreement (or at such other office as the Contractor may from time to time designate in writing to the URA), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office.
- C. All papers required to be delivered to the URA shall, unless otherwise specified in writing to the Contractor, be delivered to the Project Manager at 412 Boulevard of the Allies, Suite 901, Pittsburgh, Pennsylvania, 15219, and any notice to or demand upon the URA shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said URA at such address, or to such other representative of URA or to such other addresses as the URA may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of the telegram, at the time of actual receipt as the case may be.

- E. Engineer called out in the Special Conditions refers to the Urban Redevelopment Authority's (URA) project manager and/or designated field representative.
- F. Owner called out in these Special Conditions refers to the Urban Redevelopment Authority of Pittsburgh.

401.9 JOB OFFICE AND EQUIPMENT STORAGE

- A. The Contractor shall maintain an office on the site, as necessary for the work at no additional cost to the URA. Drinking water and restroom facilities shall be provided by the Contractor.
- B. The Contractor will have enough area beside the retaining wall construction to set up a site office and for storage of materials and equipment.
- C. The Contractor shall not store materials and equipment in the public right-of-way as the local street.
- D. Electrical power is available on site for the Contractors use.
- E. Storage of equipment on the site shall be subject to the approval of the URA and shall only be allowed in areas designated by the URA. Should potential development or other work conflicts with the storage/office area in use by the Contractor, the Contractor must relocate storage and offices when requested to do so by the URA, at no additional cost to the project.

401.10 CONTRACT DOCUMENTS AND DRAWINGS

The URA will furnish the Contractor without charge copies of the Contract Documents via email. No hard copies requested by the Contractor will be furnished at this time.

401.11 DISPOSITION OF MATERIALS

- A. In accordance with the regulations of the Allegheny County Health Department and the Pennsylvania Department of Environmental Protection, the disposition of demolished materials not reused or recycled must be at a "permitted" landfill site. A list of available landfill sites in Allegheny County which are permitted to take demolition waste can be obtained from the Allegheny County Health Department.

- B. The Contractor will be required to furnish the URA with a Waste Management Plan for the disposition of demolition debris and regulated materials including signed permission from the owner of the “permitted” landfill site or disposal facility upon which the debris is to be dumped.
- C. The Contractor is hereby notified that burning on site will not be allowed.

401.12 WORK HOURS

Work shall be performed during normal working hours, Monday through Friday, between 7:00 AM and 5:00 PM. The Contractor shall not start any machines before 7:00 AM. For work outside of these hours, the Contractor shall provide requests and justification in writing at least a week in advance of the proposed activity. The Contractor will provide a work schedule to the URA for review and approval prior to the start of work.

401.13 SALVAGE OPERATIONS

- A. Upon release of the property for construction purposes, the Contractor shall not delay work at the site to conduct salvage operations but should proceed promptly to complete Contract work.
- B. THE CLEANING AND DISMANTLING OF SALVAGED MATERIAL WILL NOT BE PERMITTED AT THE PROJECT SITE.

401.14 SIGNS

Subject to the prior approval of the URA as to size, design, type, and location and to local regulations, the Contractor and his subcontractors may erect temporary signs for the purpose of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by Safety Regulations or by the Department of Public Works of the City of Pittsburgh as otherwise necessary to safeguard life and property.

401.15 CONSTRUCTION PROGRESS SCHEDULE

- A. Within ten (10) days after the date of the award or five (5) days after the signing of the Contract Documents, whichever is later, the Contractor shall submit to the Owner an electronic copy of the Construction Schedule for approval. The progress schedule will show the proposed sequence of work by major items of work. The schedule will show the order in which the Contractor proposes to carry

on the work, the dates on which he will start the various items, and the contemplated dates for completing these items. The schedule will be in the form of a bar chart of suitable scale to clearly show the dates and items of work. The schedule shall show appropriate detail as to item predecessors, successors, and float and identification of critical path items. Each group of bars will represent one activity area and the major items of work for that activity.

- B. The schedule will be revised and resubmitted within five (5) days after receipt of comments from the Engineer/Construction Manager. Subsequent revisions, as required, will be resubmitted within a similar five (5) day period until the schedule is approved.
- C. The Contractor shall submit monthly updates of the Construction Schedule. The updates shall indicate all work completed, any variances to the original schedule, and anticipated work in the coming month. If the schedule shows an adverse variance to the critical path and completion date of the project, the Contractor shall submit a plan to remedy the variance.
- D. Pennsylvania Construction Code Act – Construction must comply with the Act of November 10, 1999 (P.L. 491, No. 45), known as the Pennsylvania Construction Code Act (35 P.S. Sections 7210.101 et seq.), as implemented by the Department of Labor and Industry regulations, 34 Pa. Code Chapters 401-405. The Contractor is hereby notified that no extra consideration will be provided for extended overhead, general requirements, or other carrying costs associated with weather delays over the period of construction.

401.16 UTILITIES

The Contractor's attention is directed to the following list of utility companies that may have overhead and underground facilities in the area.

- Duquesne Light Company
- Verizon Company
- Pennsylvania American Water – Pittsburgh
- Pittsburgh Water and Sewer Authority /PWSA
- People Gaz Company

The Contractor shall cooperate with the public utility companies and local authorities in the disconnection, placement, relocation, adjustment, or reconstruction of their structures and facilities during construction.

401.17 SITE SECURITY

The Contractor shall be responsible for the security of all personnel, materials, and equipment, including fuel tank storage and job trailers at the worksite. It is the Contractor's responsibility to verify that there are no unauthorized persons located in the site area prior to retaining wall construction. No additional payment will be made for this work. Costs for this work shall be included in the lump sum prices bid for the various items of work.

401.18 USE OF WATER

The Contractor shall make arrangements for his/her water supply and shall pay for all charges for water connections and for all water used. The cost of all charges for water shall be included in the lump sum prices bid for the various items constructed under this Contract. In case the Contractor uses water from the Pittsburgh Water and Sewer Authority for any and all work herein specified or shown upon the Contract Documents, all such water used will be paid by the Contractor at the established current meter rates that apply and all in accordance with the rules and regulations of the agency of authority governing the use of the same. If necessary, this item will also include the purchase of a city water meter, installation cost, and protection and maintenance of the above-referenced equipment.

401.19 SURFACE WATER MANAGEMENT

The Contractor shall be responsible for surface water management in the work area so as not to cause erosion, water pollution, or property damage due to the work. The Contractor shall take all precautions necessary to avoid having water runoff or entrapment cause a problem in or around the work area. The cost of surface water management shall be included in the lump sum prices bid for the various items constructed under this Contract.

401.20 DAMAGE TO ADJACENT PROPERTY

The Contractor is responsible for the repair of any damage to any adjacent property (curbs, sidewalks, roadways, conduits, etc.) resulting from construction operations to the satisfaction of the Engineer.

The Contractor will be restricted to the area as provided by URA as a staging area and is not permitted to use any other adjacent development property as a staging area without prior permission.

401.21 PRECONSTRUCTION VIDEO SURVEY

The Contractor shall prepare a pre-construction video survey documenting the site conditions at the MOKA RETAINING WALL to document the site conditions prior to construction. The video must contain sufficient coverage of the existing structures and facilities such as the existing foundation, pavement, curbs, sidewalks, stairs, light poles, stormwater inlets, driveways, walls, fences, vegetation, and other features. The video shall be narrated and shall identify locations, facilities, and the condition of the facilities, particularly as they are intact, or previously damaged before construction. The Engineer/Construction Manager shall accompany the Contractor during the video recording. The cost for preparation of the Preconstruction Video Survey shall be incidental to the project.

401.22 HEALTH & SAFETY PLAN

Prior to commencing work, the Contractor shall provide to URA a copy of the Contractor's Health and Safety Plan (HASP) that includes an addendum that is specific to this project and notes the Contractor's COVID-19 mitigation plan. Refer to 401.37. The cost for preparation of the HASP shall be incidental to the project.

401.23 GUARANTEED ITEMS OF WORK

The Contractor shall guarantee the following items of work for the listed periods in accordance with the GENERAL CONDITIONS, Part I.

<u>Guaranteed Items of Work</u>	<u>Guarantee Period</u>
Soldier Pile and Precast Concrete Lagging Retaining Decorative Wall.	Ten (10) Years

401.24 SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to URA and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.

- B. The Contractor shall lay out all of his own work, and he shall be responsible for all work executed by him under the Contract. He shall verify all locations and elevations before proceeding with the work and will be held responsible for any error resulting from the failure to do so.

401.25 ACCESS AND COORDINATION

The Contractor's attention is directed to the fact that during the course of this construction, access to and through the project area might be required by other parties authorized by the URA. The Contractor is required to coordinate with these parties so as not to restrict their access through the construction zone. The locations and nature of this access will be established through coordination with and approval of the URA. The Contractor is also notified that the work area is adjacent to private residences and private businesses and that the Contractor must at all times protect the public. Any work or transportation/storage of materials or equipment in or through public areas must be coordinated with the URA and the City of Pittsburgh.

401.26 SAFETY (O.S.H.A)

All regulations of the Occupational Safety and Health Act of 1970 are in effect during the life of this Contract. The URA will not be liable for any citations received by the Contractor from O.S.H.A. It is the sole responsibility of the Contractor to comply with O.S.H.A. Standards.

401.27 PROJECT PERMITS

The Contractor shall be responsible for obtaining permits from the City. The costs to the Contractor for preparing and obtaining permits shall be incidental to the project.

401.28 PROJECT CLOSEOUT

Prior to project closeout and final payment, the Contractor shall submit the URA form “Certificate and Release” and AIA Document G707 “Consent of Surety to Final Payment.”

401.29 SPECIAL NOTICES TO ALL CONTRACTORS

Costs for all items in Special Conditions 1 are considered incidental and should be included in the Contractor’s bid for the project unless otherwise noted herein, or on the Bid Tabulation Form.

401.30 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the state and local government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh, and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations. The costs for sanitary facilities shall be incidental to the project.

401.31 RECORD AS-BUILT DRAWINGS

- A. During the progress of the work, the Contractor shall keep on file one complete set of blackline prints furnished by the Owner which shall be accurately and promptly noted, as the work progresses, changes, revisions, and additions to the work. Whenever the work is installed otherwise than as shown on the blackline Drawings, said changes shall be noted. Corrections shall be made in red ink. Upon completion of the work, the above prints shall be submitted to the Engineer/Construction Manager.
- B. Before the Contractor is entitled to receive his/her final payment under this Contract, he/she shall submit to the Engineer/Construction Manager a complete set of annotated plans of the work performed by him/her indicating, in particular, the location of covered work, pipes, wires, ducts, etc. All subcontractors must cooperate with the Contractor in preparation of this set of plans to facilitate its accuracy and completeness.

- C. The Contractor shall be responsible for protecting and safeguarding all benchmarks, property stakes, pins, and monuments established prior to construction. Any benchmarks, property stakes, pins, or monuments disturbed by construction activities shall be re-established and replaced by the Contractor's survey crew at no additional cost to the Owner.
- F. Preparation and submittal of the record as-built drawings shall be incidental to the project.

401.32 RELEASE OF FINAL PAYMENT

Prior to the release of the final payment, the URA will provide the Contractor with two forms that document the release of the final payment. The "Certificate and Release" form states the amount due to the Contractor as a final payment. This form is to be completed by the Contractor. The second form is the "Consent of Surety to Final Payment" form, which is to be completed by the Contractor's Surety. Both forms must be completed and presented to the URA prior to the release of the final payment.

401.33 ADDITIONAL INSUREDS

In addition to those parties named in the General Conditions, Part 1, the Contractor will also protect from claims arising out of his operations and name as additional insureds the Urban Redevelopment Authority of Pittsburgh and the City of Pittsburgh. One (1) original certificate of insurance will be delivered to the Authority's project manager prior to commencing construction.

401.34 COVID-19 INDEMNITY AGREEMENT

The contractor will be required to execute an Indemnity Agreement with the URA prior to the issuance of the Notice to Proceed. The contractor is required to follow all State mandated safety protocols as stated as such in the Indemnity Agreement. Refer to ***EXHIBIT F***.

Costs for all items related to the Indemnity Agreement are considered incidental and should be included in the Contractor's bid for the project unless otherwise noted herein, or on the Bid Tabulation Form.

SPECIAL CONDITIONS

PART II

402. SPECIAL CONDITIONS PART II pertains to the following:

The Urban Redevelopment Authority of Pittsburgh's Minority and Women's Participation Policy - establishes a goal of eighteen percent (18%) of the contract amount to be expended for minority participation and seven percent (7%) of the contract amount to be expended for women's participation.

**SPECIAL CONDITIONS
PART II**

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

MINORITY AND WOMEN'S PARTICIPATION POLICY

402.1

The Urban Redevelopment Authority of Pittsburgh is committed to providing equal employment opportunities to minorities and women and equal opportunities for business growth and development to minority and women entrepreneurs. To that end, the Urban Redevelopment Authority of Pittsburgh requires that all contractors and subcontractors performing work for the URA shall demonstrate a good faith effort to obtain the participation of minority and women business enterprises in the work to be performed for the URA and to employ minorities and women during a performance of the work. It is the URA's objective to obtain minority and women's participation in its contracts with the goal being eighteen percent (18%) of the contract amount be expended for minority participation and seven percent (7%) of the contract amount be expended for women's participation. The URA promotes the full utilization of subcontracting activities to ensure a successful Minority and Women's Participation Plan. Minority and women's participation may be provided by a combination of the following:

- a. Subcontracts for work on the project. The amount of minority and women's participation for this element shall be the total amount of subcontracts with minority business enterprises or women's business enterprises for work on the project.
- b. Supply contracts for the project. The amount of minority and women's participation for this element varies depending on the type of supply contract held.
 - 1) If the materials or supplies are obtained from a minority or women's business enterprise (M/WBE) manufacturer, the entire cost of the material/supplies purchased from the manufacturer for use on the project is considered toward the M/WBE goal.
 - 2) If the materials or supplies are purchased from a M/WBE regular dealer, sixty percent (60%) of the total cost of the materials/supplies purchased from the dealer for use on the project is considered toward the M/WBE goal.
 - 3) If the materials or supplies are purchased from M/WBE packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite the transaction (all considered brokers under the definition of this Policy), ten percent (10%) of the total cost of the materials/supplies purchased from the broker for use on the project is considered toward the M/WBE goal.

402.2 Minority and Women's Employment on the project is encouraged. The contractor and all subcontractors shall make a good faith effort to employ minority and female workers at the project site for the duration of the work. Total compensation paid to minorities and women employed at the project site will be reported on forms provided by the URA. **The minority and women's employment will be considered toward the M/WBE goal for the project.**

402.3 **Minority Business Enterprises** (hereinafter MBE) means a sole proprietorship, partnership or corporation-owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group members must have operational and managerial control, interest in capital and earnings commensurate with the percentage of ownership. Furthermore, to qualify as an MBE, the business must be certified as an MBE by the City of Pittsburgh, Allegheny County, the Commonwealth of Pennsylvania or the Pennsylvania Department of Transportation.

Women's Business Enterprise (hereinafter WBE) means a sole proprietorship, partnership or corporation-owned, operated and controlled by women who have at least fifty-one percent (51%) ownership. Women must have operational and managerial control, interest in capital and earnings commensurate with the percentage of ownership. Furthermore, to qualify as an WBE, the business must be certified as an WBE by the City of Pittsburgh, Allegheny County, the Commonwealth of Pennsylvania or the Pennsylvania Department of Transportation.

Minority and minority group members means African Americans, Hispanics, Asians, and American Indians.

402.4 **Manufacturer** means a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract and are of the general character described by the contract documents.

Regular Dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment are of the general character described by the contract documents and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A regular dealer, must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

A regular dealer may sell such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

Broker means packagers, manufacturers' representatives or other persons who arrange or expedite transactions related to the supply or purchase of materials described in the contract documents. A firm is considered a broker if it does not mean either of the definitions of manufacturer or regular dealer described above.

- 402.5** The bidder must submit with his bid, the attached "Certificate of Minority and Women's Participation" form which includes Exhibit A, Affirmative Action Provisions, and Exhibit B MBE/WBE Solicitation Statement, properly filled out and signed in ink by the bidder. the Urban Redevelopment Authority of Pittsburgh shall consider failure to submit, as part of the bid, a signed certification as grounds for rejection of the bid.
- 402.6** The bidder must demonstrate to the Urban Redevelopment Authority of Pittsburgh that he has made a diligent good faith effort to meet the URA's goals for minority and women's participation in the contract work.
- 402.7** The bidders attention is directed to the following:
- a. Prior to award of the contract, the apparent successful bidder shall submit a written plan to the URA outlining his participation plan and the participation plan of his subcontractors. Upon review by the URA, the contractor shall meet with the URA to discuss the implementation of the plan.
 - b. Upon approval of the bidder's Minority and Women's Participation Plan by the URA, award of the contract shall be made and implementation of the approved plan shall be a contract obligation.
 - c. During the course of construction, the contractor shall submit monthly reports on forms provided by the URA detailing minority and women's utilization in the contract and the dollar amounts expended for minority and women's participation. The contractor's compliance with the approved Minority and Women's Participation Plan shall be monitored by the URA. If at any time during the course of the contract, the contractor determines that he will be unable to comply with the approved Plan, the contractor must reevaluate the project and consider alternate ways to meet the goals as established in the approved Plan. A revised Plan must then be resubmitted to the URA for approval. If all good faith efforts have been considered and the goals can not be achieved, then the contractor may apply to the URA for a waiver. The URA may grant a waiver when the contractor demonstrates that he has made a diligent good faith effort to fulfill his obligations under the approved Plan, but due to circumstances beyond his control, it is impossible to comply.
 - d. The URA shall consider failure of the contractor to fulfill his obligations with respect to minority and women's participation during the term of the contract as grounds for termination of the contract.

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH
CERTIFICATE OF MINORITY AND WOMEN'S PARTICIPATION

The undersigned bidder certifies that it understands and agrees to actively solicit the participation of minorities and women in all work to be performed under this contract and to make a diligent good faith effort to achieve the minority and women's participation goals of the URA.

The bidder further certifies that the attached exhibits A, B, and C details its efforts and plans regarding the solicitation and utilization of minorities and women in the work to be performed under this contract.

The bidder further certifies that it understands that prior to the award of this contract, the bidder must submit a written Minority and Women's Participation Plan for review and approval by the URA.

Failure of the bidder to comply with these conditions or failure to sign and submit this Certificate and its Exhibits with the bid shall disqualify the bid.

Name of Bidder _____

By (Signed) _____

Title _____

Date _____

NOTE: THIS BID WILL NOT BE ACCEPTED UNLESS THIS FORM IS COMPLETED BY BIDDER

EXHIBIT A

AFFIRMATIVE ACTION PROVISIONS

PROJECT: _____

1. Name of Firm _____

2. Address _____

3. Telephone Number _____
(Street #) (City) (State) (Zip Code)

4. Person responsible for contract provisions _____

Title: _____

5. What is the total number of permanent construction employees? _____

6. Do you have any state or federal contracts? Yes No

With what agencies? _____

7. Proposed employment range - This project

Job Titles	Total Number of Employees	Number of Minority Employees	Number of Female Employees

(Use extra sheet if necessary)

8. With what labor unions does your firm have contracts?

Name of Union	Local No.	Jobs Covered

9. Does your firm have a policy to the effect that all hiring and promotions shall be without regard to race, color, religious creed, ancestry, national origin, age, handicap or sex? Yes No

a. Is this policy in writing? Yes No
(Obtain a copy and attach to this schedule)

b. In what ways has this policy been communicated to personnel engaged in hiring and promoting employees? _____

c. In what ways has this policy been communicated to your sources of recruitment? _____

10. Do you have apprentices? Yes No

Name of Trade	Total Apprentices

a. Which of these apprenticeship programs are registered with the Pennsylvania Apprenticeship and Training Council? _____

b. What are your sources of referral of applicants for apprenticeships? _____

11. Who makes the final selection of apprentices?

- Company Union Joint Committee

12. For what jobs have you found a shortage of qualified applicants? _____

13. What jobs are unfilled at present? _____

14. What job openings do you expect in the near future? _____

15. We propose the following actions to undertake to ensure that there will be minority group representation in all trades and in all phases of our operation.

- a. We propose to employ as apprentices or journeymen on this project the following number of minority persons in the following crafts:

Journeyman	Apprentices	Craft

16. We propose to upgrade the following number of minority group persons to the following crafts:

Number	Craft (From)	Craft (To)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

17. We propose to participate in the following training programs designed to increase minority group employment in the crafts which we employ _____

18. We propose to utilize the following additional recruitment sources designed to increase minority group employment within our concern _____

19. We propose to take the following other actions to ensure fair employment practices within our concern _____

Prepared by:

Title:

Telephone Number:

EXHIBIT B

MBE/WBE SOLICITATION STATEMENT

Failure to complete this form and submit it with bid shall be sufficient cause for rejection of this bid.

BIDDER'S FIRM:
ADDRESS:
TELEPHONE:
CONTACT PERSON:
BID FOR:

List Certified MBE/WBE's that you have solicited in reference to this contract.

Company Name and Certification Number	Address	Telephone Number	M B E	W B E	Contact Person	Date Contacted Via Mail	Date Contacted Via Phone	Type of Supply Contract	Type of Subcontract	Proposed MBE/WBE Dollar Amount

Prepared by: _____

Title: _____

Telephone Number: _____

BIDDER'S PREVIOUS HISTORY

BIDDER'S FIRM:
ADDRESS:
TELEPHONE:
CONTACT PERSON:
BID FOR:

List below all contracts during the past three years and the MBE and WBE participation obtained.

Contract Title	Contract Date	Amount	% Participation MBE	% Participation WBE	Comments

Prepared by: _____

Title: _____

Telephone Number: _____

EXHIBIT “D”

LOCATION MAPS

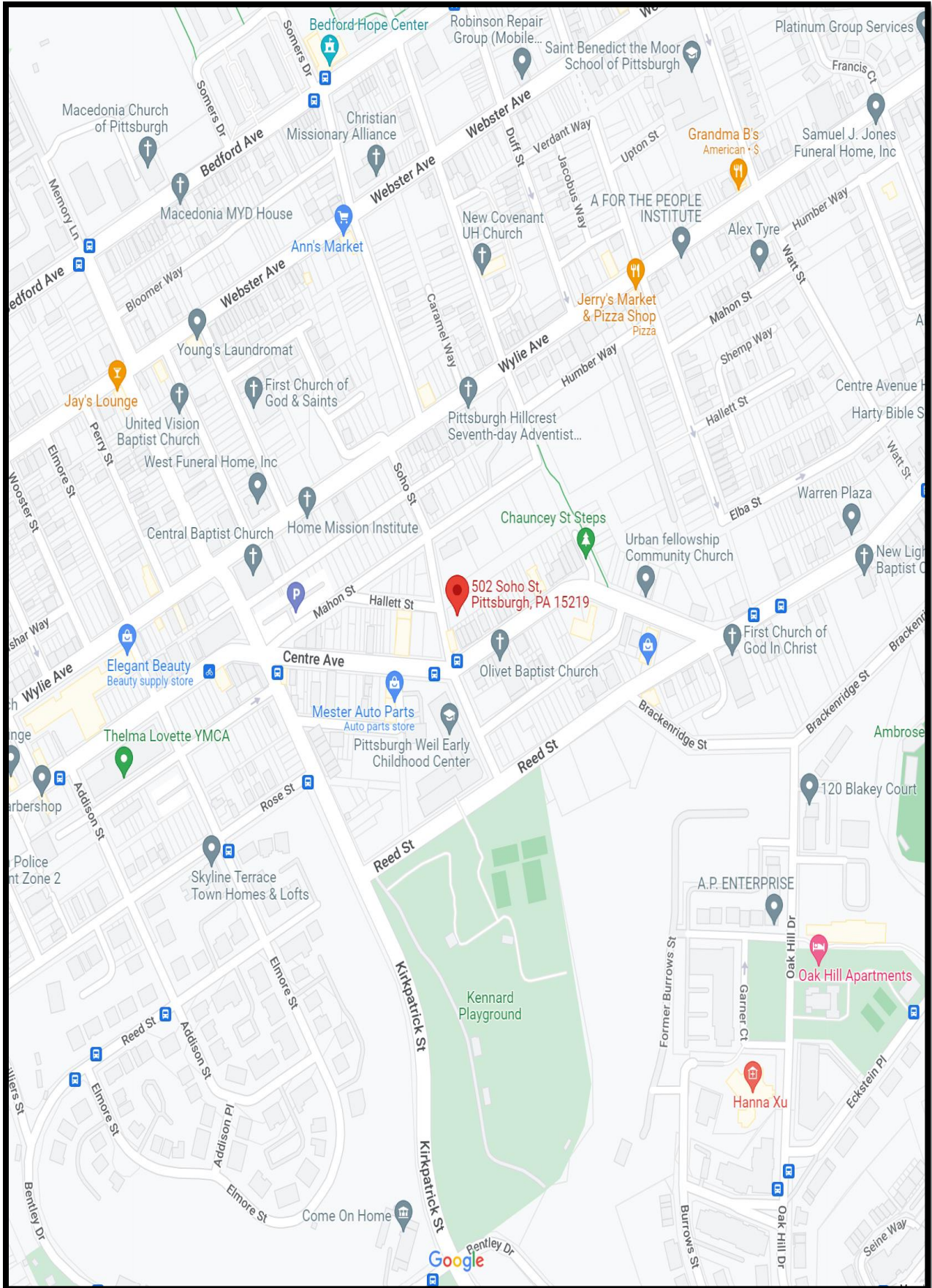


EXHIBIT “E”

SITE PLAN

LEGEND





-  Parcels
-  Lotlines
-  Municipalities
-  Streets



EXHIBIT “F”

INDEMNITY AGREEMENT TEMPLATE

COVID-19 WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
TEMPLATE ONLY Subject to Change

THIS WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (the “Agreement”), made this _____ day of _____, 2022, is made and entered into by and between _____, a Pennsylvania limited liability company located at _____, Pittsburgh, Pennsylvania _____ (“CONTRACTOR”), and the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701, *et seq.*, located at 412 Boulevard of the Allies, Suite 901, Pittsburgh, Pennsylvania 15219 (the “URA”).

RECITALS:

WHEREAS, URA and Contractor have entered into a separate agreement for the provision of services (the “Service Agreement”); and

WHEREAS, Contractor wishes to perform the on-site services contemplated under the Service Agreement provided that it follows all federal, state, and local guidance concerning COVID-19 and agrees to the terms set forth in this Agreement; and

IN CONSIDERATION of being permitted to continue activities contemplated in the Service Agreement entered into with URA, the Contractor, its personal representatives, heirs, assigns, hereby acknowledge, agree, represent, and warrant:

1. Contractor will observe all applicable safety, hygiene and sanitation guidelines set forth by federal, state, and local authorities, including, but not limited to, the Centers for Disease Control, the Pennsylvania Health Department, the Allegheny Health Department, the City of Pittsburgh’s Mayor’s office, law enforcement, and other authorities issuing reasonable guidance in the prevention of infectious disease.
2. Contractor agrees to comply with On-Site COVID-19 Mitigation Policy, attached as Exhibit A.
3. Contractor assumes full responsibility for and risk of bodily injury, illness, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with its activities provided under the Service Agreement.
4. Contractor **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the URA from, against, or for any and all liability for loss or damage, and any claim or demands therefore on account of personal injury, illness (including, without limitation, viral infection, including COVID-19), or death, or damage or destruction of property, in each case, regardless of cause, including as a result of the negligence of the URA or otherwise arising in connection with my activities on behalf of the URA or presence in, upon or about any facilities or locations with or on behalf of the URA.

5. Contractor shall indemnify and hold harmless URA and all of its agents and representatives from all suits or claims of any character brought on account of any personal or property injuries sustained as a result of any negligence in safeguarding the worksite, or through the use of unacceptable materials in construction, or on account of any act or omission by Contractor, its agents or representatives, or defect in Contractor's quality of work, or from any claims arising under workers' compensation laws or any other law, bylaw, ordinance, regulation, order, or decree. Contractor shall be liable for all personal and property injury of any character resulting from any act, omission, negligence, or misconduct in the manner of performing the work, or due to the nonexecution of the work at any time, or due to defective work, materials, or equipment.
6. Contractor understands that this Agreement is intended to be as broad and inclusive as permitted by the laws of the United States of America and the State of Pennsylvania and agrees that if any portion is held invalid, the remainder of the Agreement will continue in full legal force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT
BLANK. SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Agreement, effective as of the date first written above.

WITNESS:

URBAN REDEVELOPMENT AUTHORITY OF
PITTSBURGH:

By: _____
Title: Assistant Secretary

By: _____
Name: Greg Filsram
Title: Executive Director

APPROVED AS TO LEGAL FORM:

Attorney, Urban Redevelopment Authority of Pittsburgh

WITNESS: _____:

By: _____

By: _____
Name:
Title:

Exhibit A

ON-SITE COVID-19 MITIGATION POLICY

The following is a summary of COVID-19 mitigation strategies published by the federal and Pennsylvania governments. This is not a comprehensive or exhaustive list of the measures you may be required to take. It is your responsibility to locate and understand the federal, state, and local governments' minimum mitigation measures. At a minimum, please consult the following sources:

1. <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>
2. <https://www.health.pa.gov/topics/disease/coronavirus/Pages/Coronavirus.aspx>,
3. <https://www.governor.pa.gov/covid-19/construction-industry-guidance/>
4. <https://dced.pa.gov/resources/>
5. <https://www.alleghenycounty.us/Health-Department/Resources/COVID-19/Information-for-Residents/Mitigation-Steps.aspx>
6. <https://pittsburghpa.gov/mayor/covid-updates>
7. <https://www.pa.gov/guides/responding-to-covid-19/#COVIDMitigationinPennsylvania>

URA requires any Contractor to perform services on properties owned by the URA, or on properties where the URA has contracted for work to be performed, to establish a safety policy for mitigating the risk of exposure to COVID-19 while at the worksite. At a minimum the policy must contain the following:

1. Limit personnel at worksites to the minimum number of persons necessary to safely and adequately complete the activities under the Service Agreement.
2. Mandate facial coverings in accordance with Commonwealth guidance.
3. For contractors with more than 100 employees, mandate Covid vaccinations, or weekly Covid-19 tests, in accordance with Federal law.
4. Mandate social distancing (i.e. maintain at least six feet of distance between all other people) whenever possible in accordance with any Commonwealth guidance.
4. When social distancing is not possible—given the task or the task's location, operation-specific alternative safety measures shall be implemented (e.g. wearing face masks, wearing gloves, reducing the number of people working on the task, working near an open window or door for air flow, etc.).
5. Set expectations for employee hygiene, including hand washing, appropriate coughing/sneezing practice, and jobsite sanitation protocol.
 - a. Hand washing supplies must be made available at every worksite.
6. Designate one (or more) individual(s), at each worksite, to screen employees for COVID-19 symptoms (i.e. fever, cough, shortness of breath) and to ensure compliance with the COVID-19 exposure mitigation policy.

7. Establish a policy for managing sick employees, including when an employee has been exposed to someone with COVID-19, when an employee has been diagnosed with COVID-19, when an employee may return to work after exposure to COVID-19, and how the employer will respond to exposure of the worksite to COVID-19.
8. Establish a process to be used to inform employees of the COVID-19 mitigation policy.
9. Establish a process to ensure subcontractors comply with all the requirements of Contractor's On-Site COVID-19 Mitigation Policy.