

SEPTEMBER 7, 2012

SOLICITATION

FOR

LIMITED REPAIRS

OF THE

NINTH & PENN PARKING DECK

FOR THE

PUBLIC PARKING AUTHORITY OF PITTSBURGH

David D. Onorato
Executive Director

FORM OF ADVERTISEMENT

PUBLICATION DATE: September 7, 2012

1. The Public Parking Authority of Pittsburgh ("Authority") shall accept sealed bids for the performance of the work described below (the "Work") at its office at 232 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15222, until **11:00 a.m.** local time on **Tuesday, September 18, 2012.**
2. DESCRIPTION OF WORK: The Project entails limited repairs of the Ninth & Penn Parking Deck. Repairs include removal of de-bonded waterproofing membrane, removal of loose concrete/debris, and the placement of fast setting repair material at locations where loose concrete and debris have been removed. Work shall be limited to the exposed roof level, or Level 6.
3. The Instructions to Bidders, including the Form of Bid, Form of Agreement, General Conditions, Plans and Specifications, may be obtained after **3:00 p.m.** local time on **Friday, September 7, 2012** at the Authority's office at 232 Boulevard of the Allies, Pittsburgh, Pennsylvania, 15222 at no charge.
4. A pre-bid conference will be held at the office of the Public Parking Authority of Pittsburgh, 232 Blvd. of the Allies, Pittsburgh, PA, 15222 at **2:00 p.m.** local time on **Thursday, September 13, 2012.** The purpose of the pre-bid conference is to provide additional detail regarding the Work. The information provided at the pre-bid conference will be essential in preparing a bid to perform the Work. Persons or entities that intend to submit bids to perform the Work are required to send to the pre-bid conference at least one representative who will understand the information presented at the pre-bid conference in a manner that allows such information to be incorporated in the preparation of the bid to perform the Work. It is expected that the representative who attends the pre-bid conference will be experienced in construction matters and employed by the bidder in a supervisory capacity. **Pre-bid attendance is mandatory.**
5. Sealed bids received prior to the deadline will be publicly opened and read at **11:00 a.m.** local time on **Tuesday, September 18, 2012.**
6. The Authority reserves the right to (i) change, at any time prior to the bid deadline at **11:00 a.m.** local time on **Tuesday, September 18, 2012** the Contract Documents; (ii) waive any informality in any or all submitted bids; and (iii) reject any or all submitted bids.

David G. Onorato
Executive Director

FORM OF BID

Project: _____

Project No: _____

Contract No: _____

PUBLIC PARKING AUTHORITY OF PITTSBURGH

1. The undersigned, on behalf of _____ (the "Bidder"), hereby certifies that the Bidder has carefully examined all available information relating to the work, generally described as Limited Repairs of the Ninth & Penn Deck, including removal of de-bonded waterproofing membrane, removal of loose concrete and debris, and the installation of fast setting repair material at locations where loose concrete and debris are removed. Work is primarily limited to the exposed roof level, or Level 6, of the garage and further described in the Plans and Specifications provided to the Bidder (the "Work"), and the Bidder has fully examined the Contract Documents (as detailed in Section 2 of the Instructions to Bidders), which the successful Bidder shall enter into with the Public Parking Authority of Pittsburgh (the "Authority") for the performance of and payment for the Work.

2. Bidder by submitting this Form of Bid (the "Bid"), offers and agrees to provide all labor, equipment, materials, services, and anything else necessary to fully perform the Work to the satisfaction of the Engineer and the Authority.

This Contract Amount is based on quantities as hereinafter listed for the restoration work and the cost of all other items required for the completion of the work. All items of material, labor, supplies, or equipment that are not specifically enumerated for payment as separate items, but which are reasonably required to complete the work as shown on the drawings or as described in the specifications, are considered as subsidiary obligations of the Contractor. No separate measurement or payment is made for them. Unit Prices shall include all charges for overhead and taxes, profit, insurance and shall be applied to net differences in the quantities. Should any mathematical errors be discovered in the preparation of these proposals, the correct extension of the bidder's unit price times the estimated quantity of work will be the basis for computing the true bid figure.

Unit Prices for Base Contract (Work Installed)

1. General Mobilization:

(Maximum \$1,000)

LUMP SUM = \$ _____

2. Concrete Repairs (3" Average Depth):

Remove loose concrete and debris on the exposed roof level (Level 6) at locations identified by the Engineer, disposal of debris, and restoring the concrete slab surface by furnishing and placing the specified fast setting concrete repair material according to the Specifications and the details shown on the drawings - see Repair Detail on Drawing SK-1.

\$ _____/SF x 500 SF = \$ _____

3. De-Bonded Waterproofing Membrane:

Remove all de-bonded waterproofing membrane on exposed roof level (Level 6), dispose of debris, and grind edge of the waterproofing to remain according to the Specifications and the details shown of the drawing – see Repair Detail on Drawing SK-1.

LUMP SUM = \$ _____

4. Miscellaneous work items as outlined in Specification Section 01 11 00, Part 1.03C:

(Maximum \$1,000)

LUMP SUM = \$ _____

TOTAL BASE CONTRACT AMOUNT \$ _____

The Base Contract Amount covers all work in the Contract Documents and based on a **October 1, 2012** construction start date. Base contract will utilize the approved construction phasing drawings submitted by the Contractor based on the Construction Sequence Plans and assumes 40 hour work weeks.

The bidder agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed", and proposes to complete all Base Contract work within **30 calendar days** or no later than **October 31, 2012**, whichever is earlier, for the Base Contract from and after date of Notice to Proceed.

3. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Form of Agreement and General Conditions and are incorporated herein and made a part hereof.

4. Bidder understands and agrees that the Authority reserves the right to determine whether it shall contract for all or a portion of the Work or any one or more alternates described in the Plans and Specifications and, pursuant to such determination, to award the Contract on the basis of the Base Bid alone or on the basis of the Base Bid and any combination of alternate bids.

5. The undersigned hereby certifies that Bidder is the only person(s) interested in this Bid as principal, and that the Bid is made without collusion with any person, firm or corporation.

6. The undersigned hereby certifies that enclosed is a Bid bond, certified check, bank cashier's check or treasurer's check drawn to the order of the "Public Parking Authority of Pittsburgh" in an amount not less than ten percent (10%) of the total amount of the Base Bid.

7. The undersigned hereby certifies that enclosed is a completed experience questionnaire (the form of which is attached as Schedule 1 to this Bid) and the most current financial statement of the Bidder. The undersigned further certifies that the information contained in the Bidder's experience questionnaire and financial statement is true and correct. The undersigned agrees that, in the event the Authority requests additional information, the Bidder shall supply such information when and as requested by the Authority. The undersigned further understands that failure to submit such information when and as requested by the Authority may disqualify the Bidder from consideration to perform the Work.

8.

(a) The undersigned states on the Bidder's behalf and on behalf of any subcontractors used to complete the Work:

- (1) that applicants for employment are hired without regard to their race, color, religion, gender, ancestry, national origin, place of birth, disability, age or sexual orientation;
- (2) that employees are treated without regard to their race, color, religion, gender, ancestry, national origin, place of birth, disability, age or sexual orientation;
- (3) that the No Discrimination provisions in Section 38 of the General Conditions shall be strictly adhered to; and
- (4) the Bidder proposes to attempt to provide that there will be minority group representation in all trades and in all phases of their operations in accordance with the applicable provisions of the Form of Agreement.

(Bidders are invited to consult with the Mayor's Commission on Human Relations, Contract Compliance Division, for information, advice and assistance in the preparation of their Bid.)

(b) The undersigned understands and agrees that the Mayor's Commission on Human Relations, or its representative may direct that any Bidder shall submit, as part of its Bid, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the Bidder, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, gender, ancestry, national origin or place of birth, and that the signer will cooperate affirmatively in the implementation of the policy and provisions of the Contract in accordance with the purposes and provisions of the Contract. In the event that the union, or the agency, shall refuse to execute such a statement, the Bidder shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Mayor's Commission on Human Relations may require.

(c) The undersigned understands and agrees that the Contract will not be awarded to any corporation, firm or individual which has failed to perform satisfactorily any prior undertaking to insure minority group representation as required by the Mayor's Commission on Human Relations or which has not satisfied the Mayor's Commission on Human Relations that it has established and will carry out personnel and employment policies in compliance with the provisions of the Contract.

(d) The following forms / documents, which are attached as Schedule 2, and are hereby incorporated, are submitted as part of this Bid:

- (1) Certificate of MBE/WBE Participation.
- (2) Subcontractor Solicitation Statement.
- (3) Bidder's Previous MBE/WBE Participation History Form.
- (4) Minority and Women Business Commitment Statement.

Further information on Minority and Women Business Enterprises may be obtained from the City of Pittsburgh Office of Business Employment Opportunities (OBEO).

9. The undersigned hereby certifies that the Bidder is / is not [circle one] a Minority Business Enterprise ("MBE") or a Women's Business Enterprise ("WBE"). Bidder is certified as a _____ [state whether an MBE or WBE or NA if not an MBE or WBE] by _____ [insert name of certifying agency].

10. The undersigned agrees that if awarded the Contract, within ten (10) days after notice of the award, it shall furnish to the Authority: (1) Certificates of insurance evidencing that the insurance required under Section 31 of the General Conditions has been obtained. (2) The schedule of values described in Section 28.1 of the General Conditions, and (3) The construction schedule described in Section 6 of the General Conditions.

11. If awarded the Contract, the undersigned agrees to execute and deliver the Form of Agreement and complete the Work or provide the materials, equipment or items under the Contract in accordance with the time schedule set forth in the Contract, with respective work or provision of materials, equipment or items to commence only after Contract is signed and notification is received

from the Authority to proceed with the same.

12. If awarded the Contract, the undersigned agrees to commence the Work within ten (10) days of notification by the Authority to do so and complete the Work within fifteen (15) days as listed in the Form of Agreement.

13. (The following is to be completed only if addenda are issued):

The undersigned acknowledges receipt of the addenda hereinafter listed and agrees that the said addenda shall become a part of the Contract. (List below the number and the issuing dates of each addenda received).

| | |
|-------|------------|
| _____ | Date _____ |
| _____ | Date _____ |
| _____ | Date _____ |

13. The undersigned hereby certifies that the Bidder has taken all necessary action, whether a person, corporation or other entity, required for due authorization, execution and delivery of this Bid, Bidder is qualified to do business in the Commonwealth of Pennsylvania and that Bidder is legally bound to comply with the terms and conditions of this Bid if awarded the Contract.

Name of Bidder

By: _____
Signature of Authorized Officer, Partner
or Individual (as applicable)

Print Name of Person Signing

Title of Authorized Officer or Partner
(if applicable)

Bidder's City of Pittsburgh
Tax I.D. Number

Bidder's MBE/WBE Certification
Number (if applicable)

Schedule 1

Experience Questionnaire

Bidders' Name _____

Primary Contact
Person's Name _____

Phone No. _____

No. Years
in Business _____

Aggregate Amount (In Dollars)
of Work Completed Within Last Twelve Months \$ _____

Bonding Company
(include address) _____

Phone No. _____

Bonding Limit \$ _____

List Three Architect and/or Engineer References

1. _____

Phone No. _____

2. _____

Phone No. _____

3. _____

Phone No. _____

List the Last Three Projects Completed by Bidder:

| | |
|-------------------------------|--------------------------------------|
| 1. Project Name: | Name, Address and Phone No. of Owner |
| _____ | _____ |
| Contract Amount: _____ | _____ |
| Date Project Completed: _____ | _____ |
| Description of Project: | |
| _____ | |
| _____ | |

| | |
|-------------------------------|--------------------------------------|
| 2. Project Name: | Name, Address and Phone No. of Owner |
| _____ | _____ |
| Contract Amount: _____ | _____ |
| Date Project Completed: _____ | _____ |
| Description of Project: | |
| _____ | |
| _____ | |

| | |
|-------------------------------|--------------------------------------|
| 3. Project Name: | Name, Address and Phone No. of Owner |
| _____ | _____ |
| Contract Amount: _____ | _____ |
| Date Project Completed: _____ | _____ |
| Description of Project: | |
| _____ | |
| _____ | |

Schedule 2

MBE/WBE Forms

(see attached)

CERTIFICATE OF MBE/WBE BUSINESS PARTICIPATION

The undersigned ("Bidder") certifies that it understands and agrees to the requirement that Minority and Women Business Enterprises' participate in every contract awarded by the Public Parking Authority of Pittsburgh ("Authority") and the goal of the Authority is that Minority Business Enterprise participation be equal to a minimum of twenty-five (25%) percent and Women Business Enterprise participation be equal to a minimum of ten (10%) percent of the dollar volume of any contract awarded by the Authority.

Failure of Firm to comply with these conditions or failure to sign and submit this Certificate with the Firm's Bid shall disqualify the Bid.

Name of Firm _____

By (Signed) _____

Title _____

Date _____

Project:

Department: _____

MBE/WBE SOLICITATION STATEMENT

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

BIDDER'S FIRM:

ADDRESS:

TELEPHONE:

CONTACT PERSON:

PROPOSAL AND BID FOR:

List Certified MBE/WBE that you have solicited and those you have commitments to in reference to your Bid.

| Company Name & Certification | Address | Telephone | M B E | W B E | Contact Person | Date Contacted | | Type of Transaction | |
|------------------------------|---------|-----------|-------------|-------------|----------------|----------------|-------|---------------------|----------------|
| | | | | | | Mail | Phone | Joint Venture | Sub-Contractor |
| | | | | | | | | | |
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| | | | | | | | | | |

Prepared by: _____ Title: _____ Telephone: _____

PUBLIC PARKING AUTHORITY OF PITTSBURGH

MINORITY AND WOMEN BUSINESS COMMITMENT STATEMENT

PROJECT:

Department:

BIDDER MAY UTILIZE THE SERVICES OF SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FOR THE FOLLOWING CATEGORIES:

| | <u>Total Estimated Subcontractor(s)</u> | <u>MBE Estimated Dollar Amount</u> | <u>WBE Estimated Dollar Amount</u> |
|--|---|------------------------------------|------------------------------------|
| (Identify by name, Certification Number and Certifying Agency) | | | |

| | <u>Total Estimated Dollar Amount</u> | <u>MBE Estimated Dollar Amount</u> | <u>WBE Estimated Dollar Amount</u> |
|---|--------------------------------------|------------------------------------|------------------------------------|
| Supplier(s) (Identify by name, Certification Number and Certifying Agency) | | | |

BIDDER SHALL PROVIDE EMPLOYMENT FOR THE WORK AS FOLLOWS:

Estimated Compensation
All Employees

Estimated Compensation
Minority and Women Employees

I, the undersigned do hereby certify that this form contains no misrepresentations or falsifications, omissions or concealment of material fact, and that the information given by me is true and complete to the best of my knowledge and belief. I am aware that all information on this form is subject to investigation.

Bidder Name _____

By (Signed) _____

Title _____

Date _____

MBE/WBE COMMITMENT STATEMENT

Additional Information

The Bidder wishes to present the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement:

Prepared by: _____ Title: _____ Telephone: _____

FORM OF AGREEMENT

THIS FORM OF AGREEMENT (this "Agreement") made as of the _____ day of _____, _____ is by and between _____ ("Contractor"), located at _____ and the Public Parking Authority of Pittsburgh ("Authority").

WHEREAS, the Authority solicited bids from contractors for the performance of the Work (hereinafter defined); and

WHEREAS, in response, the Contractor submitted to the Authority a Form of Bid (the "Bid"), a true and correct copy of which is attached to this Agreement as Exhibit A and made a part hereof ; and

WHEREAS, the Authority and Contractor desire to enter into this Agreement to set forth the terms and conditions, including those set forth in the General Conditions (the "General Conditions") which are attached as Exhibit B and made part hereof, under which the Contractor shall perform the Work.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Work. The term "Work" as used in this Agreement means the construction related to the work at the Ninth and Penn Parking Deck, Pittsburgh, Pennsylvania, generally described as repair and preventative maintenance including full and partial depth floor slab repairs, partial depth beam and column repairs, and waterproofing membrane application, and further described in the Plans and Specifications provided to the Bidder, in conjunction with all of the terms and specifications in the Bid, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents (as defined below).

2. Definitions:

(a) The term "Contract Documents" means the documents listed below:

1. the Instructions to Bidders related to the Form of Bid;
2. the Form of Bid
3. this Agreement;
4. the Performance Bond;
5. the Labor and Material Bond;
6. the Warranty Bond;
7. any addenda issued prior to the execution of this Agreement;
8. the following modifications to the Contract issued after execution of this Agreement: (i) a written amendment to the Agreement signed by

- both parties, and (ii) a Change Order (as defined in the General Conditions);
- 9. the General Conditions;
- 10. the Special Conditions, if any;
- 11. the Minority Participation Forms attached as Schedule 3 to the Form of Bid;
- 12. the Plans (as defined in the General Conditions); and
- 13. the Specifications (as defined in the General Conditions).
- 14. the Contractor Waiver of Liens

(b) The term "Engineer" refers to the third party employed by the Authority to conduct the engineering duties or the employee of the Authority given the duty to conduct the functions of the Engineer. The Engineer will be acting as an agent of the Authority, and shall conform to the final decision of the Authority in any and all matters.

(c) The term "Performance Bond" means the surety performance bond furnished by the Contractor prior to execution of this Agreement in the amount of one hundred twenty (120%) percent of Contract Price for the Work set forth in this Agreement guaranteeing security for the faithful performance of all covenants and agreements contained in the Contract Documents, including without limitation, coverage against any additional costs incurred by the Authority in the event that the Authority must complete Work.

3. Scope of the Work: The Contractor shall execute, perform and complete the Work and shall do everything required by the Contract Documents. The Contractor understands and agrees that time is of the essence of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever.

4. Time of Completion: The Work shall be commenced within ten (10) days after notification by the Authority to commence the Work so and shall be completed within the time specified in the Construction Schedule as prescribed in the General Conditions. The time for completion of the Work set forth in the Construction Schedules, as amended from time to time by Change Orders executed in accordance with the General Conditions, shall hereinafter be referred to as the "Contract Time."

5. The Contract Price: The Authority shall pay the Contractor _____ (\$ _____) in immediately available funds for the execution, performance and completion of the Work. The price to be paid by the Authority for the execution, performance and completion of the Work under this Section 5, as modified from time to time by Change Orders executed in accordance with the General Conditions, shall hereinafter be referred to as the "Contract Price."

6. Payment: Payment shall be made in accordance with the applicable provisions of the General Conditions.

7. Examination of Work Site. Execution of this Agreement by the Contractor is a representation that the Contractor has carefully examined the Contract Documents, visited the Work Site, become familiar with the location and field conditions under which the Work is to be

performed and incorporated personal observations with the requirements of the Contract. Any failure of Contractor to acquaint itself with all available information concerning the Work will not relieve it from performing the Work within the Contract Time or for the Contract Price.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR

ATTEST:

By: _____

Name: _____

Title: _____

**PUBLIC PARKING AUTHORITY
OF PITTSBURGH**

ATTEST:

By: _____

Name: _____

Title: _____

Exhibit B
(to the Form of Agreement)

General Conditions

(see attached)

GENERAL CONDITIONS

1. **General Definitions.**

- (a) The term "Agreement" shall have the meaning set forth in Section 1 (e) below.
- (b) The term "Authority" shall have the meaning set forth in the Form of Agreement (the "Agreement") by and between the Authority and the Contractor providing for performance of and payment for the Work and to which these General Conditions are attached as Exhibit B.
- (c) The term "Change Order" means an agreement signed by the Authority, the Engineer and the Contractor, stating their agreement as to (i) a change in the Work; (ii) the amount of the adjustment in the Contract Price, if any; and (iii) the extent of the adjustment in the Contract Time, if any.
- (d) The term "Construction Schedule" means a report that sets forth the proposed dates for the commencement and completion of each phase of the Work, including a description of each line item and estimated dollar amounts per line item that will commence or be completed during each phase. Each phase described shall include readily identifiable milestones from which progress can be gauged.
- (e) The term "Contract" means the Contract for the performance of the Work, which consists of all of the Contract Documents. The intent of the Contract Documents is to form the Contract and include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreement, whether written or oral.
- (e) The term "Contract Documents" shall have the meaning set forth in the Agreement.
- (f) The term "Contract Price" shall have the meaning set forth in the Agreement.
- (g) The term "Contract Time" shall have the meaning set forth in the Agreement.
- (h) The term "Contractor" shall have the meaning set forth in the Agreement.
- (i) The term "Plans" means the graphic and pictorial portions of the Contract issued by the Engineer, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including drawings, elevations, sections, details, schedules and diagrams.
- (j) The term "Emergency" means an event endangering the immediate safety of persons or property.
- (k) The term "Engineer" shall have the meaning set forth in the Agreement.

(l) The term "Form of Bid" means the Form of Bid required to be submitted by all contractors bidding to perform the Work.

(m) The term "Inspector" means the duly authorized representative of the Authority.

(n) The term "Overhead" means all costs not directly attributed to the completion of the Contract, and shall include without limitation, administrative costs incident to the management, supervision, or conduct of the Contractor (Subcontractor(s), Sub-subcontractor(s), or Suppliers) associated with completing the Contract.

(o) The term "Reasonable Time" means the amount of time which a reasonably prudent person, aware of the obligations imposed by the Contract that the Work be completed within a specified time, would deem to be reasonable under the circumstances existing at the time. For example, if a Change is requested which will affect the progress of the Work, then Reasonable Time shall be a shorter length of time than in the case where the progress of the Work is not affected.

(p) The term "Specifications" means the portion of the Contract consisting of the written requirements issued by the Engineer for the materials, equipment, construction systems, standards and workmanship for the Work and performance of related services.

(q) The term "Subcontractor" means a person or entity that has a direct contract with the Contractor to perform a portion of the Work.

(r) The term "Sub-subcontractor" means a person or entity that has a direct contract with the Subcontractor to perform a portion of the Work.

(s) The term "Substantial Completion" means when the Work is sufficiently completed in accordance with the Contract so that the applicable governmental authority can and does issue a permanent Certificate of Occupancy (if applicable), and the Authority may occupy and/or fully use the Work for its intended use, as evidenced by a certificate to such effect from the Engineer.

(t) The term "Supplier" means a person or entity that is to furnish materials or equipment fabricated to a special design to perform any portion of the Work.

(u) The term "Work" shall have the meaning set forth in the Agreement.

2. **Contract Documents.** The Contract Documents shall not be construed to create a contractual relationship of any kind between (i) the Engineer and Contractor, (ii) the Authority and a Subcontractor or Sub-subcontractor, or (iii) any persons or entities other than the Authority and the Contractor.

3. **Engineer.**

(a) The Engineer will provide for the administration of the Contract as described in the Contract. The Engineer will have authority to act on behalf of the Authority only to the extent provided in the Contract, unless otherwise modified by written instrument signed by the Authority.

The Engineer has authority to stop the Work whenever such stoppage may be necessary to insure the proper administration of the Contract and compliance with the Contract.

(b) In the event that no Engineer is retained by the Authority for the Work, the Authority shall perform the functions of the Engineer under this and every other section of the Contract.

4. **Inspector.**

(a) An Inspector may be put upon the Work by the Authority. The Inspector's duty will be to observe whether the Work is being performed according to the Plans and Specifications, and such other duties as the Authority may assign.

(b) The Inspector, the Authority and any of its other representatives, shall at all times have access to and the right to inspect the work site and the Work. If the Inspector, Authority or any other representative of the Authority observes any irregularities in the performance of the Work or any portion of the Work, he shall so notify the Engineer who shall take appropriate action as provided in the Contract.

(c) The Inspector shall in no case act as foreman, superintendent or project manager for the Contractor, nor interfere with the management of the Work by the Contractor.

5. **Subcontractors and Suppliers.**

(a) No more than eighty percent (80%) of the Work may be performed by Subcontractors or Sub-subcontractors. Further, Contractor shall not hire any Subcontractor or Sub-subcontractor who is listed on the most recent list as of the date of the Agreement produced by the Commonwealth of Pennsylvania's Department of Labor and Industry and listing persons or entities in violation of the Pennsylvania Prevailing Wage Act.

(b) As soon as practicable after the award of the Contract and before awarding any subcontracts, the Contractor shall provide the Engineer and the Authority with a listing of the Subcontractors and Suppliers proposed to perform any portion of the Work, by completing the Subcontractor/Supplier Information Sheet, attached as Exhibit D and made part of this Exhibit hereof. The Subcontractor/Supplier Information Sheet must be completed in full. The Engineer will reply within ten (10) days to the Contractor in writing stating whether or not the Authority or Engineer has reasonable objection to any such proposed Subcontractor or Supplier. The Contractor shall not contract with any Subcontractor or Supplier to whom the Authority or Engineer has a reasonable objection and shall promptly supply the Engineer with an acceptable alternative Subcontractor or Supplier. Failure of the Engineer to reply within ten (10) days of receipt of any list shall constitute notice of no reasonable objection.

(c) Once the names of the Subcontractors and Suppliers are submitted, Subcontractors or Suppliers may not be changed nor may the dollar value of work/supplies be reduced, without prior written approval of the Authority. If the Contractor fails to obtain written approval from the Authority for any such change or reduction, the Authority shall have the option, at its sole discretion, to select one or more of the following remedies: stop the Work in accordance with Section 21 hereof,

until the matter is resolved to the Authority's satisfaction; have the Contractor pay Liquidated Damages in accordance with Section 8 of the Form of Agreement; or terminate the Contract in accordance with Section 34 hereof.

(d) Notwithstanding the existence of any Subcontractor, Sub-subcontractor, or Supplier, Contractor shall be liable to the Authority for performance under the Contract as if no Subcontractor, Sub-subcontractor, or Supplier exists. No subcontract, sub-subcontract, or supply contract shall create any contractual relationship between any Subcontractor, Sub-subcontractor, or Supplier and the Authority or any obligation of the Authority to any Subcontractor, Sub-subcontractor, or Supplier.

(e) The Contractor is responsible and liable for the acts and omissions of its Subcontractors or Suppliers and their direct and indirect employees (including, without limitation, Sub-subcontractors and their direct and indirect employees), to the same extent as it (he/she) is responsible for the acts and omissions of its employees.

(f) For convenience of reference and to facilitate the letting of subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits of the contracts between the Contractor and Subcontractors or Suppliers.

(g) The Contractor shall pay all Subcontractors or Suppliers who have provided services or materials related to the Work and to whom payment is due and owing within five (5) business days after the Authority makes payment to the Contractor. Failure to make such payment, absent a good faith dispute regarding the amount owed to a Subcontractor or Supplier (it being understood that quality of work shall not be a basis upon which Contractor may withhold payment to a Subcontractor or Supplier of any amount which Contractor has received from Authority for such work), shall constitute a material breach of the Contract and the Authority shall have the option, at its sole discretion, to select one or more of the following remedies: have the Contractor pay Liquidated Damages in accordance with Section 8 of the Form of Agreement; or terminate the Contract in accordance with Section 33 hereof. In the event of a good-faith dispute between the Contractor and a Subcontractor or Supplier, any amount not in dispute shall not be withheld by the Contractor from the Subcontractor or Supplier.

6. Construction Schedule.

(a) The Contractor, within fifteen (15) days after notice of award by the Authority, shall prepare and submit to the Authority and Engineer a detailed Construction Schedule, as defined in Section 1 hereof, for the Work. This schedule shall be used as a basis for monitoring project progress and reviewing the Contractor's Applications for Payment.

(b) The Contractor shall provide the Authority with a monthly status report regarding the Construction Schedule with every monthly Application for Payment, or in the event that an Application for Payment will not be made during a month, a status report shall be provided on the first (1st) day of that month (hereinafter "Construction Schedule Update"). A Construction Schedule Update dated and signed by the Contractor shall certify:

- (i) that the Work, and each phase thereof, is on schedule;
- (ii) that the cost of each line item is within the proposed cost estimates in the Construction Schedule;
- (iii) that each milestone from the Construction Schedule has been met in a timely fashion;
- (iv) that all Work performed subsequent to the prior Construction Schedule Update has been performed in conformity with the Construction Schedule and those changes approved in writing by the Authority; and
- (v) that the Subcontractors and Suppliers, previously approved by the Authority, have been engaged in conformity with the Subcontractor/Supplier Information Sheet, and those changes as approved in writing by the Authority.

(c) In addition to the foregoing, the Contractor shall not revise the Construction Schedule, regardless of whether the Contract Time is extended, unless and until the Contractor receives prior written approval from the Authority for such change. A lack of response from the Authority shall be considered a rejection of the requested change. If the Contractor makes any such change without obtaining the necessary written approval, the Authority shall have the option, at its sole discretion, to select one or more of the following remedies: stop the Work in accordance with Section 21 hereof until satisfactory corrections are provided; have the Contractor pay Liquidated Damages in accordance with Section 8 of the Agreement; or terminate the Contract in accordance with Section 34 hereof.

(d) In the event that the Authority is not satisfied, in its reasonable discretion, with the form or substance of a Construction Schedule Update, the Contractor shall have five (5) days to revise the Construction Schedule Update to the satisfaction of the Authority. If the Contractor fails to revise the Construction Schedule Update to the satisfaction of the Authority within said five (5) day time period, the Authority shall have the right, at its sole discretion, to institute the remedy of Liquidated Damages in accordance with Section 8 of the Form of Agreement. In addition, the Authority may, at its sole discretion, delay the approval of the Contractor's Application for Payment in accordance with Section 27.2(d) hereof.

(e) In addition to Construction Schedule Updates, the Contractor shall immediately notify the Authority when the Contractor believes that the cost of a particular line item will or may exceed the estimated costs in the Construction Schedule or the total line item cost as provided in the Bid, See Exhibit A. Upon providing said notice the Contractor shall utilize the Change Order process in Section 26, to attempt to revise the Contract. If the Contractor fails to inform the Authority under this provision, the Authority shall have the option, at its sole discretion, to select one or more of the following remedies: stop the Work in accordance with Section 20 hereof until satisfactory corrections are provided; have the Contractor pay Liquidated Damages in accordance with Section 8 of the Agreement; or terminate the Contract in accordance with Section 33 hereof. In addition, the Contractor shall have no right to receive compensation for Work completed in excess of any line item estimate, unless the Contractor has received written permission to proceed from the Authority pursuant to the Change Order process.

7. **Shop Drawings.** The Contractor shall submit to the Engineer a sufficient number of sets, as determined by the Engineer, in its sole discretion, in accordance with the schedule referenced below the Contractor's shop drawings, settings, schedules and such other drawings as may be necessary for the performance of the Work in the shop and in the field as required by the Plans, Specifications or Engineer's instructions. Deviations from the Plans and Specifications shall be called to the attention of the Engineer at the time of the submission of shop drawings and other drawings for approval. The Engineer's approval of any shop drawings shall not release the Contractor from responsibility for such deviations.

Shop drawings, etc. shall be submitted according to the following schedule:

- (1) The requested number of shop drawings shall be submitted at least fourteen (14) days before the materials indicated thereon must be ordered in order to prevent delay of the Work, or earlier if required to prevent delay of the Work.
- (2) The Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the Contractor marked with all corrections and changes.

8. **Copies Furnished.** The Engineer will furnish to the Contractor a sufficient number of sets of Plans and Specifications (including a set for the Record Documents), as determined by the Engineer, to be necessary for the execution and completion of the Work, but in no case to exceed seven (7) sets. Additional copies requested by the Contractor will be furnished to the Contractor by the Engineer at the cost of reproduction.

9. **Ownership of Plans and Specifications.** All Plans, Specifications and copies thereof furnished by the Engineer are the property of the Engineer. They are not to be used on other work, and with the exception of the set accompanying the signed Agreement, are to be returned to the Engineer upon completion of the Work.

10. **Labor.** Only competent and first class workers and mechanics, who will work in harmony with other trades and crafts at the Work site, or adjacent thereto, shall be engaged in the Work. Should the Authority deem anyone employed on the Work incompetent or unfit for their duties and so certify, the Contractor, Subcontractor or Sub-subcontractor shall remove such worker or mechanic from performance of the Work, and shall not again, without the Authority's permission, employ or otherwise engage such person in performance of the Work.

11. **Supervision.**

(a) The Contractor must give as much personal attention to the Work as is necessary to secure consistent, regular and prompt prosecution of the Work. The Contractor shall employ a qualified superintendent or project manager and necessary assistants, with the knowledge and experience necessary to professionally complete the Work, who shall be in attendance at the site during performance of the Work. If in the opinion of the Authority or the Engineer, the Contractor fails to provide satisfactory individuals, the Authority shall have the option, at its sole discretion, to select one or more of the following remedies: stop the Work in accordance with Section 20 hereof until satisfactory individuals are provided; have the Contractor pay Liquidated Damages in

accordance with Section 8 of the Form of Agreement; or terminate the Contract in accordance with Section 33 hereof.

(b) The superintendent or project manager shall represent the Contractor, and communications given to the superintendent or project manager shall be as binding as if given to the Contractor.

(c) The Contractor shall carefully study and compare all Plans, Specifications, and the other Contract Documents and shall report immediately to the Authority any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.

12. **Maintenance of Plans/Specifications.** The Contractor shall maintain at all times one (1) copy of all Plans and Specifications in good order, on the work site, available to the Authority or its representative.

13. **Samples and Tests.**

(a) Wherever samples or tests of materials are called for in the Specifications, or where it is desired to substitute another material or article for that specified, the Contractor shall submit samples in triplicate to the Engineer with all freight charges prepaid prior to the incorporation of the material in the Work. One sample will be returned to the Contractor at its expense, with letter stating that it is approved or rejected; provided, however, samples which are of value after testing will all be returned to and remain the property of the Contractor. The Contractor shall perform no portion of the Work requiring samples or tests until the materials subject to such requirements have been approved by the Engineer. Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for proper time to complete sampling or tests. All materials used in completing the Work shall be equal to the approved sample in every respect.

(b) Materials or portion of the Work requiring tests are so specified in the Specifications. Other material may be tested at the discretion of the Engineer. Tests shall be made under the supervision of, as directed by and at such places as may be convenient to the Engineer.

(c) All sampling and tests shall be conducted by a properly qualified person or testing laboratory, approved by the Engineer, who shall furnish the Engineer with certified reports, showing the results of sampling or tests, as the case may be, and stating that they were made in accordance with the Specifications and calling attention to deviations from the Specifications on the laboratory report. All tests, as well as sampling and preparation of samples, shall be in accordance with the standard as of the date of the test adopted by the standards organization set forth in the Specifications, or, if no organization is so stated, the A.S.T.M.

(d) Costs of initial sampling or testing materials called for in the Specifications shall be borne by the Authority, unless otherwise stated, but the cost of furnishing and preparing these materials for sampling or testing shall be borne by the Contractor. Costs of sampling or testing of materials substituted for previously accepted materials and re-sampling or re-testing made necessary

by the failure to comply with the requirements of the Specifications shall be paid for by the Contractor.

(e) All tests of the completed Work shall be made at the expense of the Contractor, who shall repair all damage resulting from these tests, if they show defects from some fault of the Contractor. The Contractor shall not make any tests upon portions of construction already completed except with the written consent and under the direction and control of the Engineer.

14. **Materials.** Where certain makes or brands are called for and mentioned as "Standard", others of equal quality may be used provided that the substitute/alternative material is specified in the bid. Unless substitutions or alternates are requested, no such deviation from the Specifications may be allowed. No delay or extra time to complete the Work will be allowed on account of a request for substitute/alternative makes or brands.

15. **Temporary Equipment and Scaffolding.**

(a) The Contractor shall provide and maintain, as approved by the Engineer, temporary stairs, ladders, barricades, runways, hoists, chutes, etc., as required for the proper performance of the Work by all trades.

(b) Contractor shall provide all necessary scaffolding for the performance of the Work. All scaffolding shall be constructed to meet all the requirements of all applicable building codes and laws.

16. **Permits and Fees.** The Contractor shall secure and pay for all building and other permits, and governmental fees, licenses and inspections necessary for proper execution and completion of the Work and shall post bond as required by the same. Contractor shall furnish receipts for any fees to secure the foregoing to the Authority.

17. **Taxes.** The Contractor shall pay sales, business privilege, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor, Subcontractor and Sub-subcontractors.

18. **Royalties and Patents.** The Contractor shall pay all royalties and license fees necessary for the Contractor's execution and completion of the Work and shall hold and save the Authority and its officers, agents, lessees, servants, and employees harmless from all costs, expenses, or liabilities of any nature or kind, including, without limitation, cost and expenses of defending legal actions, for or on account of the use of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Authority, unless otherwise specifically stipulated in the Contract.

19. **Compliance Required.** The Contractor shall give all notices required by and comply with all laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the Work. If the Contractor performs any portion of the Work contrary to such laws, ordinances, rules, regulations or lawful orders, it shall bear all costs and expenses arising therefrom.

In addition, the Contractor shall enforce and comply with the Authority's instructions regarding signs, advertisements, fires and smoking.

20. **Authority's Right to Stop Work.** If the Contractor fails to correct the Work or any portion of the Work that is not in accordance with the requirements of the Contract as required by Section 20 above or persistently fails to carry out the Work in accordance with the Contract, the Authority, by written order signed by the Authority, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor may not claim any damages for injury caused by delay due to a stoppage of the Work in accordance with this Section

21. **Authority's Right to Carry Out Work.** If the Contractor defaults and neglects to carry out the Work in accordance with the Contract and fails within a three (3) day period after receipt of written notice from the Authority to commence and continue correction of such default or neglect with diligence and promptness, the Authority may after such three (3) day period give the Contractor a second written notice to correct such deficiencies within a second three (3) day period. If the Contractor fails to commence and continue to correct any deficiencies within such second three (3) day period, the Authority may, without prejudice to other remedies the Authority may have, correct such deficiencies. In such case the Authority shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including, without limitation, the cost of the Engineer's or other professionals' additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Authority within thirty (30) days of notice from the Authority that such amounts are due and owing.

22. **Other Contracts.** The Authority reserves the right to let other contracts in connection with the Work. The Contractor shall cooperate with the other contractors with regard to storage of materials and execution of their work, and shall properly connect and coordinate its work with theirs. If any part of the Work is dependent upon or is affected by the work of any other contractor, the Contractor shall inspect such work and promptly report to the Engineer any defects in the other contractor's work, including, without limitation, any discrepancy between the executed work and the Plans or Specifications. Failure to so inspect and report defects shall constitute acceptance of the other contractor's work as satisfactory and proper for the reception of the Work, except as to defects which may develop in the other contractor's work after the execution of the applicable portion of the Work.

23. **Work Performed by the Authority or Other Parties.** Wherever work being done by the Authority or its agents or by other contractors is contiguous to the Work, the respective rights of the various interests involved shall be established by the Engineer. The goal of the Engineer shall be to secure the completion of the various portions of the Work in general harmony.

24. **Delays and Extension of Time.** If the Contractor is delayed in the performance and completion of the Work by an act or neglect of the Authority or Engineer, or an employee of either, or by fire, flood, or other causes beyond the control of the Contractor, or by other causes which the Engineer determines may justify delay, the deadline for the completion of the Work set forth in the Agreement may be extended by the Authority for a period equivalent to the actual number of calendar days lost by reason of any or all causes aforementioned if the request for extension is

presented in writing to the Engineer within seven (7) calendar days after the commencement of the cause of the delay. The length of time of the extension shall be determined and fixed by the Engineer, subject to the approval of the Authority. The Contractor may not claim any damages for injury caused by a delay caused by an event described in this Section 24.

25. **Concealed or Unknown Conditions.** If subsurface or other latent physical conditions are encountered at the Work site which (i) differ materially from the conditions expressly represented in the Contract; or (ii) if no express representation is made in the Contract, differ in such an extreme and unusual nature from what reasonably could have been anticipated, then notice by the Contractor shall be given to the Engineer promptly before conditions are disturbed and in no event later than fourteen (14) days after first observance of the conditions. The Engineer will promptly investigate such conditions to determine whether they differ materially from those conditions that were expressly represented in the Contract or which reasonably could have been anticipated, and shall notify the Contractor and the Authority of his or her determination. If the Engineer determines that the conditions at the work site are not materially different, the Engineer shall so notify the Authority and the Contractor in writing, stating his or her reasons. If the Engineer determines that the conditions at the work site are materially different and the Authority disagrees, the Authority shall promptly notify the Contractor and Engineer and the Authority, Contractor and Engineer shall attempt to reach a mutually agreeable determination. The Authority shall not be obligated to modify the Contract unless the parties reach such determination. If the Engineer determines and the Authority agrees that the conditions at the site are materially different and will materially affect the cost of performing the Work, the Contractor shall be entitled to a Change Order equitably adjusting the Contract Price or Contract Time, or both. In any request for a Change Order or other claim for an equitable adjustment in the Contract Price as a result of differing work site conditions, the Contractor shall be required to document and substantiate the request or claim by producing the relevant portions of its bid sheets or estimates to show the amount he reasonably expected to pay for the Work based upon the conditions that were expressly represented in the Contract or which reasonably could have been anticipated.

26. **Change Orders.**

26.1 **Restrictions on Ability to Undertake Change.** Changes to the Work, including without limitation the increased cost of any line item in the Bid (Exhibit A) may be undertaken by the Contractor **only** upon receipt of a Change Order issued and executed by the Authority in accordance with Section 25. Notwithstanding the foregoing, in an Emergency, the Contractor, without obtaining a signed Change Order, may undertake only such changes to the Work as are necessary to alleviate the Emergency, after which time the Contractor shall immediately seek a Change Order pursuant to the procedures outlined in Section 25.2 (e) prior to undertaking any further changes to the Work. The parties understand and agree that the unit prices set forth in the Contract Documents shall be employed in determining whether to approve a Proposed Change Order.

26.2 **Procedure to be Followed when Change to the Work is Required.** The Authority, the Engineer and the Contractor shall follow the following procedures whenever a change to the Work is required.

(a) Notice of Change Required. Whenever any party determines that a change to the Work is required, that party shall immediately notify the Engineer in writing of the need for the change, describing in such notice in reasonable detail the nature and scope of the change required. It shall be the responsibility of the Engineer to notify the other parties of its receipt of any such notice.

(b) Preparation of Design and Proposed Change Order. Within a Reasonable Time after the Engineer receives the notice of change required, the Engineer shall evaluate the situation, prepare any needed designs for the requested change, and request that the Contractor prepare a Proposed Change Order which includes the Contractor's estimate of any additional costs, time required to complete the requested change and/or any extension of the Contract Time, or any credit to the Authority, based upon the design provided by the Engineer (the "Proposed Change Order"). Additional costs in the Contractor's Proposed Change Order must be limited to direct costs of any additional labor, materials, tools and equipment necessary to perform the change, plus a maximum amount of ten percent (10%) of the aforesaid additional costs to cover all other expenses to the Contractor, including without limitation insurance, bonding costs, Overhead, profit and taxes. If a Subcontractor or Sub-subcontractor will perform any of the Work included in the Change Order, the Subcontractor's and Sub-subcontractor's additional costs, including without limitation insurance, bonding costs, Overhead, profit and taxes, shall be limited to five percent (5%) of the cost of the Work to be performed by that Subcontractor or Sub-subcontractor.

(c) Submission of Proposed Change Order. The Contractor shall sign and submit to the Engineer the Proposed Change Order within a Reasonable Time following delivery of the design described in Section 26.2 (b).

(d) Review of Cost Estimate and Preparation of Change Order. If, in the Engineer's opinion, the amount of any additional costs and/or time requested by the Contractor in the Proposed Change Order is excessive or otherwise unreasonable, the Engineer shall have the right to request that the Contractor revise the Proposed Change Order before it is submitted to the Authority for approval.

(e) Process for Approval or Disapproval of Change Orders by the Authority. The following procedures shall be followed without exception whenever the approval of the Authority is required for a Change Order:

(i) Changes Less than \$10,000 or 5% of Contract Price. The Director of Contract Management of the Authority shall be authorized to approve and execute or disapprove on behalf of the Authority Change Orders reflecting a change to the original Contract Price of an amount less than \$10,000 or less than 5% of the original Contract Price, whichever amount is less; provided, however, that from and after the date that Change Orders have been approved on the Contract which, in the aggregate, total an amount equal to 10% of the original Contract Price, no additional Change Orders may be approved by the Director of Contract Management without approval of the Authority Board.

(ii) Changes Less than \$25,000 or 10% of the Contract Price. The Executive Director and the Director of Contract Management of the Authority jointly shall be authorized to approve and execute or disapprove on behalf of the Authority Change Orders reflecting a change to

the original Contract Price of an amount less than \$25,000 or less than 10% of the original Contract Price, whichever amount is less; provided, however, that from and after the date that Change Orders have been approved on the Contract which, in the aggregate, total an amount equal to 10% of the original Contract Price, no additional Change Orders may be approved by the Executive Director and the Director of Contract Management without approval of the Authority Board. In the event of Change Orders approved under this Section 25.2(e)(ii), the signatures of both the Director of Contract Management and the Executive Director shall be required on the Change Order in order for it to be binding upon the Authority.

(iii) All Other Changes. The approval or disapproval of the Authority Board shall be required for (i) all Change Orders reflecting a change to the original Contract Price in excess of \$25,000 or more than 10% of the original Contract Price, whichever amount is less; and (ii) all Change Orders requested from and after the date that Change Orders have been approved on the Contract which, in the aggregate, total an amount equal to 10% of the original Contract Price.

(iv) Execution of Change Order. In the event the Authority approves a Change Order in accordance with this Section 25.2(e), the appropriate officers of the Authority shall execute and deliver the Change Order. The Contractor and Engineer by their execution hereof are hereby notified of the procedures contained in this Section 25.2(e) and understand that no Change Order shall be binding upon the Authority unless approval is obtained as required herein.

(f) Time in which Authority must act upon Change Order Requests. The Authority shall either approve or disapprove a Proposed Change Order in accordance with the following schedule:

(i) If the Proposed Change Order requires only the approval of the Director of Contract Management and/or the Executive Director, the Proposed Change Order shall be approved or disapproved within seven (7) days after submission to the Authority by the Engineer.

(ii) If the Proposed Change Order requires the approval of the Authority Board, the Proposed Change Order shall be approved or disapproved within fourteen (14) days after submission to the Authority by the Engineer.

In the event that a Proposed Change Order must be approved sooner than the times set forth above in order to avoid a delay in the completion of the Work, Contractor immediately shall so notify the Authority. In such notice, Contractor shall include a detailed explanation of the reasons that the completion of the Work shall be delayed without an expedited review process, a request for an expedited approval of the Proposed Change Order and the time within which approval is required in order to complete the Work within the Contract Time. The Authority shall use reasonable efforts to comply with the Contractor's request.

(g) Event of Disapproval of a Change Order as Submitted by the Contractor. In the event the Authority disapproves a Proposed Change Order prepared by the Contractor, the Authority shall have the right to select one of the following procedures:

(i) The Authority, with the assistance of the Engineer, shall prepare, execute and issue its own Change Order stating the amount of additional costs and/or time required to complete the requested Change, and the Contractor shall proceed promptly to undertake the change to the Work described therein. All changes in the Work pursuant to Change Orders issued by the Authority shall be performed under applicable provisions of the Contract Documents and shall not invalidate the Contract. The Contractor shall be deemed to accept the additional costs and/or time set forth in the Change Order issued by the Authority unless the Contractor notifies the Authority in writing within seven (7) days of its receipt of the Change Order that the Work is being performed under protest. Contractor's protest shall not excuse Contractor from promptly undertaking the change to the Work described in such Change Order. The Contractor shall be entitled to bring a claim against the Authority for an equitable adjustment to the Contract for any Change Order the Contractor is required to perform under protest, but in no event may the Contractor recover damages on any such claim that exceed the difference between the additional costs in the Change Order issued by the Authority and the additional costs requested in the Contractor's Proposed Change Order; or

(ii) If the Change Order increases the contract price more than 20% or constitutes a substantial change in the Work ("Substantial Change Order"), the Authority shall have the right, if not the duty under the Authority's enabling statute, to terminate the Contract. The Contractor recognizes that the Authority, under state law, may be obligated to terminate and re-bid this Contract upon the occurrence of a Substantial Change Order. Contractor agrees not to hold the Authority responsible for any losses or damages that it may incur due to a termination under this provision.

26.3 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a Proposed Change Order that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Authority or the Contractor, the applicable unit prices shall be equitably adjusted.

27. Payment.

27.1 Schedule of Values. Upon notification of award, the Contractor must submit to the Engineer a schedule of values allocated to various portions of the Work, giving a complete breakdown of the price of the various items of the Work (the sum of which shall equal the total Contract Price) and otherwise prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

27.2 Application for Payment.

(a) The Contractor shall submit to the Engineer once each calendar month an Application for Payment in accordance with the schedule of values for (i) operations completed as of the last day of the previous calendar month; and (ii) payments made on account of materials delivered and suitably stored and insured at the site for subsequent incorporation in the Work, provided such storage was approved in advance by the Authority. If approved in advance by the Authority, an

Application for Payment may include payment for materials suitably stored off site at a location agreed upon in writing. "Suitably stored" as used in the preceding sentence shall mean that materials stored off site shall be stored in a bonded warehouse and clearly marked "Property of the Public Parking Authority of Pittsburgh." Notwithstanding anything to the contrary, in no event will the Authority pay more than eighty percent (80%) of Contractor's cost of stored materials (whether stored on or off site) until such materials are fully incorporated in the Work. An Application for Payment shall be supported by such data substantiating the Contractor's right to payment as the Engineer or the Authority may require.

(b) Applications for Payment may not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

(c) The Contractor warrants that title to the portion of the Work covered by an Application for Payment will pass to the Authority no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all portions of the Work for which Certificates for Payment have been previously issued and payments received from the Authority shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, Sub-subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

(d) Every Application for Payment must include a Construction Schedule Update. If the Contractor fails to provide a Construction Schedule Update or there is a discrepancy concerning a Construction Schedule Update, as described in Section 6(d) hereof, the Authority may, at its sole discretion, delay the approval of the Contractor's Application for Payment until the Construction Schedule Update is provided or the discrepancy is resolved to the Authority's satisfaction.

(e) Every Application for Payment must include an adequate partial release, satisfaction and waiver of liens, satisfactory to the Authority, from all Subcontractors, Suppliers or other parties having a right to file a mechanic's or materialman's liens, with respect to all work, materials and services for which Application for Payment proceeds are being requested. The failure to provide adequate waivers and releases will delay payment until waivers and releases satisfactory to the Authority are provided;

(f) Every Application for Payment must include a certified payroll in accordance with the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-10, stating the amounts due to the Contractor, Subcontractor(s), and Sub-subcontractor(s) for wages. This report shall include the name of each person who is due wages and the amount due to each person respectively. A failure to provide a certified payroll or a discrepancy concerning the certified payroll, will delay payment until a certified payroll is provided or the discrepancy is resolved to the Authority's satisfaction.

27.3 Certificates for Payment.

(a) The Engineer shall, not later than ten (10) days after receipt of an Application for Payment from the Contractor either issue to the Authority a Certificate for Payment, with a copy to the Contractor, for such amount as he or she determines to be properly due, or notify the Contractor

and Authority in writing of his or her reasons for withholding the Certificate for Payment in whole or in part as provided in Section 26.4.

(b) The issuance of a Certificate for Payment by the Engineer constitutes a representation by the Engineer to the Authority, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

(c) The Authority shall pay, no later than fifteen (15) days after receipt of the Certificate for Payment from Engineer, unless payment shall otherwise be withheld under the Contract, the amount specified in the Certificate for Payment, subject to the following:

(i) ten (10%) percent of the value of the Certificate for Payment shall be retained by the Authority until the Contractor submits an application, certified by the Engineer, that the Work has reached Substantial Completion: whereupon

(ii) the Authority shall pay over to the Contractor fifty percent (50%) of amounts previously retained by the Authority unless such amounts are being otherwise retained by the Authority as provided in the Contract: and thereafter

(iii) the Authority shall retain only five (5%) percent of the value of each Certificate for Payment until Final Payment.

All amounts retained by the Authority and not otherwise held by the Authority or previously paid over to the Contractor shall be included in the Final Payment (hereinafter defined). Upon receipt of the applicable payment by the Authority, the Contractor shall promptly pay each Subcontractor and Supplier in accordance with Section 5(e) of these General Conditions.

(d) Neither the Authority nor the Engineer shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may be otherwise required by law. Sections of this Contract that dictate payment by the Contractor to a Sub-contractor or Supplier are included to further the timely completion of the Work and shall not create or impose any liability upon the Authority or Engineer for said payments.

(e) No Certificate for Payment issued, nor payment made to the Contractor, shall constitute an acceptance of any portion of the Work that is not in accordance with the Contract.

27.4 Decisions to Withhold Certification.

(a) The Engineer may refuse to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Authority, if in the Engineer's opinion the representations to the Authority required by Section 26.3(b) cannot be made. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly

issue a Certificate for Payment for the amount which the Engineer is able to make such representation to the Authority.

(b) The Engineer may also refuse to certify payment and withhold a Certificate for Payment in whole or in part as may be necessary to protect the Authority from loss on account of:

(i) Defective work not remedied;

(ii) Third Party claims filed against the Authority or reasonable evidence indicating probable filing of such claims;

(iii) Failure of the Contractor to utilize the Subcontractor(s) and Supplier(s) indicated in the Construction Schedule;

(iv) Failure of the Contractor to make payment properly to Subcontractors or Suppliers for labor, equipment or materials in accordance with Section 5(g) hereof;

(v) A reasonable doubt that the Work can be completed (i) for the balance then unpaid, or (ii) within the Contract Time and the unpaid balance would be adequate to cover actual or liquidated damages for the anticipated delay;

(vi) Damage to the Authority or another contractor;

(vii) Payments improperly or incorrectly made to the Contractor; or

(viii) Persistent failure to carry out the Work in accordance with the Contract.

When the above problems recited are removed, payment shall be made for amounts withheld because of such grounds.

27.5 Closeout Submittals to the Authority.

A. Provide a set of Final Record Documents and Drawings, "As-Built", that reflect actual construction conditions. Ensure the Record set of drawings is legibly marked.

1. Upon award of the Contract, secure from the Authority, at no charge, one complete set of all Contract Documents to be used to produce the Final Record Documents.

2. The purpose of the Final Record Documents is to record the detail of all visible and concealed construction changes to enable future modification or design to proceed without additional measurement, investigation and/or examination.

B. Provide Operation and Maintenance Manuals for all new products used in a bound manual.

1. Assemble warranties, bonds and service and maintenance contracts, executed

by each of the respective manufacturers, suppliers and subcontractors per Specifications.

2. Provide original signed product warranty, bond or service/maintenance contract in separate packet.

27.6 Final Payment.

(a) Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, upon receipt of the Final Record Documents, and upon receipt of a final Application for Payment, the Engineer shall promptly inspect the Work. When the Engineer finds the Work acceptable under the Contract and the Contract fully performed, the Engineer will promptly issue a Final Certificate for Payment, stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract and the entire balance found to be due the Contractor and noted in said Final Certificate for Payments is due and payable. The Engineer's Final Certificate for Payment will constitute a further representation that conditions listed in Section 26.5 (b) below as precedent to the Contractor's being entitled to Final Payment have been fulfilled.

(b) Neither Final Payment nor any remaining retained amounts shall become due until the Contractor submits to the Engineer and the Authority (i) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Authority or the Authority's property might be responsible or encumbered (less amounts retained by the Authority) have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Authority; (iii) consent of surety, if any, to Final Payment; (iv) a final Construction Schedule Update; and (v) adequate releases, satisfactions and waiver of liens, satisfactory to the Authority, from all Subcontractors, Suppliers or other parties having a right to file a mechanic's or materialman's liens, with respect to all work, materials and services for which Final Payment proceeds are being requested, accompanied by the Contractor's affidavit to the effect that to the best of its knowledge and information the releases and receipts cover all labor and materials supplied and all payments due Subcontractors. A failure to provide adequate waivers and releases will delay payment until waivers and releases satisfactory to the Authority are provided. If any Subcontractor or Sub-subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Authority to guarantee payment of the claim of such Subcontractor.

(c) Further, in accordance with Section 165-10 (a) of the Pennsylvania Prevailing Wage Act, neither Final Payment nor any remaining retained amounts shall become due until the Contractor, each Subcontractor and each Sub-subcontractor, respectively, submit to the Engineer and the Authority a statement in writing, in form satisfactory to the Secretary of Labor and Industry of the Commonwealth of Pennsylvania (the "Secretary"), certifying to the amounts then due and owing from such Contractor, Subcontractor and Sub-subcontractor, respectively, filing such statement to any and all workers for wages due on account of the Work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement so to be filed shall be verified by the oath of the Contractor, Subcontractor or Sub-subcontractor, as the case

may be, that he or she has read such statement subscribed by him or her, knows the contents thereof and that the same is true of his or her own knowledge.

(d) If, after the Engineer has determined that the Work has reached Substantial Completion, final completion of the Work is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Engineer so confirms, the Authority shall upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims. If the remaining balance for the portion of the Work not fully completed or corrected is less than amounts retained by the Authority and not otherwise retained by the Authority as provided in the Contract, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment.

(e) Within thirty (30) days of receipt of the Final Certificate for Payment, if the Authority agrees that the Final Payment amount in the Final Certificate for Payment is true and correct, the Authority shall pay to the Contractor the balance stated to be due it in the Final Certificate for Payment ("Final Payment").

(f) Acceptance of Final Payment by the Contractor, a Subcontractor, Sub-subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

228. Protection of Persons and Property.

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

(b) The Contractor shall take all precautions necessary for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) its employees on the Work and other persons who may be effected thereby;

(ii) the Work and materials and equipment to be incorporated therein or used in connection therewith, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

(iii) other property at the site or adjacent thereto, including, without limitation, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

(c) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful order of public authorities bearing on the safety or persons or property or their protection from damage, injury or loss.

(d) The Contractor shall erect and maintain, as required by existing conditions and the Contract, safeguards for safety and protection, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(e) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and in accordance with local, state and federal laws and regulations.

(f) The Contractor shall designate a responsible member of the Contractor's organization at the work site whose duty shall be the prevention of accidents.

(g) In case any direct or indirect injury is done to existing streets or underground structures, sewers, or mains, conduits, etc., or to any public or private property of any kind, by or because of the Work, or in consequence of any act or omission on the part of the Contractor, its employees, or agents, the Contractor, at its own cost and expense, shall restore such structures, property, materials, etc., to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding, replacing, or otherwise, as may be required, or shall make good such damage or injury in a manner satisfactory to the owner of the damaged property.

(h) The Contractor shall, if requested, furnish proof to the Authority of the settlement of any suits or actions arising out of the performance of the Work and involving possible liability on the part of the Authority, its officers, agents, lessees, employees, or the Engineer before Final Payment is made by the Authority for the Work.

29. **Responsibility for Loss or Damage.** The Contractor will be responsible for the protection of its materials, equipment and work. Contractor shall immediately and at its own expense make good any loss or damage due to loss, theft, vandalism or any other cause.

30. **Assumption of Liability/Indemnification/Insurance.**

(a) Except for the gross negligence or willful misconduct of the Authority, Contractor shall indemnify and hold the Authority, its successors and assigns and its directors, officers, agents, lessees, employees and authorized representatives harmless from and against any and all loss, damage and liability and for any and all claims for damages on account of or by reason of: (i) bodily injury, including death, which may be sustained or claimed to be sustained by any person, including employees of Contractor; (ii) all contractual disputes or liability not directly attributable to the Authority's acts or failure to act; and (iii) any and all damages to property, including the property of the Authority, its successors and assigns, caused by or arising out of or claimed to have been caused by or to have arisen out of any act, error or omission in connection with this Contract or the performance of the Work, whether or not occasioned by the negligence of the Authority, Contractor, or their respective agents, servants or employees. For purposes of enforcing this provision, Contractor hereby waives any or all immunities it may have under the Pennsylvania Workers' Compensation Act or otherwise.

(b) The Contractor shall maintain at all times until completion of the Work, the following insurance:

| | | | |
|-------|--|--|---------------------------------------|
| (i) | Worker's Compensation | Statutory (in conformance with Pennsylvania Worker's Compensation Act) | |
| (ii) | Employers Liability | Each Accident | \$100,000.00 |
| | | Disease – each employee | \$100,000.00 |
| | | Disease – policy limit | \$100,000.00 |
| (iii) | Contractor's General Liability (Bodily Injury and Property Damage) | Per Occurrence | \$1,000,000.00 |
| | | Fire Damage (any one fire) | \$1,000,000.00 |
| | | Medical Expenses (any one person) | \$10,000.00 |
| (iii) | Automotive Liability Property Damage and Bodily Injury (any auto, hired autos and non-owned autos) | Per Occurrence | \$1,000,000.00 |
| (iv) | Builders Risk/Renovation | Per occurrence | Equal to Contractor's Contract amount |
| | | Aggregate | Equal to Contractor's Contract amount |
| (v) | Owners & Contractors Protective Liability | Per Occurrence | \$1,000,000.00 |
| | | Aggregate | \$1,000,000.00 |
| (vi) | Umbrella Liability: | | |
| | Projects Under \$100,000 | Per Occurrence | \$1,000,000.00 |
| | | Aggregate | \$1,000,000.00 |

(c) The Contractor shall provide the Authority, upon execution of this Contract, with a copy of each insurance policy, evidencing the required coverage. All policies must include, a provision providing direct and timely, sixty (60) day, notice of cancellation, non-renewal, or amendment to the Authority. Each policy shall also provide a verification that the carrier is "A" rated or better by AM Best.

(d) Each insurance policy shall include the following provisions, unless otherwise specified:

- (i) The Contractor shall at all times until the Work is completed, include the Authority, its successors, assigns, officers, directors, agents, lessees, employees and authorized representatives as an "Additional Insured" on the insurance listed in Sections 31 (b) (iii), (v), (vi) and (vii) above. Upon reviewing any policy, the Authority may require that additional language be added to a policy to ensure that the Authority is adequately protected as an Additional Insured;
- (ii) For insurance listed in Sections 30(b)(iii) and (vi) the policy should indicate the aggregate limit is per location / per project or designate construction project general aggregate. Policy should also indicate that it includes contractual liability and coverage includes damages caused by explosion, collapse and underground causes;
- (iii) A Waiver of Subrogation clause; and
- (iv) To the extent that the Contractor is a joint venture, all such insurance policies shall be specifically endorsed to provide coverage for the joint venture.

(e) The Contractor shall provide the Authority with evidence of payment in full of any subsequent premiums at least 20 days prior to the expiration date of each policy.

(f) The Contractor shall obtain and maintain such other insurance as may be required from time to time by the Authority. The amounts, coverage and other terms and conditions of the insurance policies shall at all times be to the satisfaction of the Authority, in its sole discretion.

(g) If the Contractor shall not at any time comply with the insurance requirement terms of this Section, the Authority shall have the option, at its sole discretion, to select one or more of the following: cure such non-compliance and may purchase such insurance as it may elect whereupon Contractor shall reimburse the Authority on demand for any costs incurred by the Authority in connection with any such actions; stop the Work in accordance with Section 20 hereof until satisfactory insurance is provided; have the Contractor pay Liquidated Damages in accordance with Section 8 of the Form of Agreement; or terminate the Contract in accordance with Section 33 hereof.

(h) Contractor is responsible for requiring each of its subcontractors to obtain insurance of the same type and amount required of Contractor as stated above. Contractor is responsible for obtaining copies of insurance policies from each of its subcontractors, and shall make said copies available to the Authority upon demand.

31. Claims and Arbitration.

(a) All claims hereunder shall be submitted to and decided by an Arbitrator, in Pittsburgh, Pennsylvania until the aggregate amount of claims for damages hereunder reaches \$75,000. From and after the date that the aggregate amount of claims for damages exceeds \$75,000, all claims shall be handled in accordance with Subsection 32(e) hereunder. The Arbitrator shall be selected in accordance with Subsection 32(b) hereunder. The arbitration proceeding shall be

conducted in accordance with the AAA Construction Industry Arbitration Rules, except that the "Expedited Procedures" shall not apply if either party notifies the Arbitrator, in writing with a copy to the other party, of its election to opt out of the "Expedited Procedures" within 10 days after the respondent's answering statement is due. The Arbitrator shall have no power to change the provisions of this Contract and the Arbitrator shall base his or her decision on the provisions of this Contract and, as appropriate, shall apply the law of the Commonwealth of Pennsylvania. The parties shall be permitted to conduct reasonable discovery in accordance with the Pennsylvania Rules of Civil Procedure on any claim or defense, and the failure of any party to respond to a reasonable discovery request shall be grounds for the arbitrator to disallow any claim or defense made by the defaulting party. The Arbitrator shall have no power to award punitive, consequential or exemplary damages. The Arbitrator shall submit his/her decision in writing within the later of: fourteen (14) days of the Arbitration hearing; or thirty (30) days of the Arbitrator's appointment. The arbitration shall occur in the City of Pittsburgh at a site chosen by the Arbitrator. The parties shall share the expense of the arbitration equally.

(b) The Contractor or the Authority shall each choose an impartial arbitrator (collectively, the "Initial Arbitrators") within ten (10) days of a written request from either party for arbitration and the two Initial Arbitrators shall choose a third impartial arbitrator within three (3) days of the date that both Initial Arbitrators are appointed (said third arbitrator shall be herein referred to as the "Arbitrator") who shall alone decide the matter and whose decision shall be binding on the parties, be final, and shall not be subject to appeal. If the two Initial Arbitrators fail to agree on the third arbitrator within the required period, then within three (3) days after such period, the parties shall so notify the Chief Judge of the United States District Court for the Western District of Pennsylvania (the "District Court") who will appoint the Arbitrator as soon as practicable but within five (5) business days of such notice. Should the Chief Judge not appoint the Arbitrator within such time period, then the parties shall immediately notify the Duty Judge then acting for the District Court, and the Duty Judge shall choose the Arbitrator. Should the Duty Judge not appoint the Arbitrator within five (5) business days after a request to do so, then the Arbitrator shall be appointed by such other judge of the District Court as the Initial Arbitrators shall agree (the "Judge"). Should the Initial Arbitrators not appoint a Judge or should such Judge not appoint the Arbitrator within five (5) business days of his or her appointment, then the Arbitrator shall be chosen in accordance with Section 14 of the Construction Industry Arbitration Rules. If any party fails to timely designate an Arbitrator, such dispute or disagreement shall automatically be deemed resolved by the single arbitrator appointed (who in such case shall be deemed the Arbitrator). The Arbitrator will have a minimum of ten (10) years experience in Pittsburgh, Pennsylvania, in the practice of construction law or in a profession related to the subject matter of the dispute and will use the then-prevailing Construction Industry Arbitration Rules of the American Arbitration Association (the "AAA Rules") to govern the proceeding.

(c) No demand for arbitration by the Contractor shall be considered timely unless made within one year from the date the cause of action accrued on the claim, and any failure by the Contractor to meet this requirement shall be a complete defense to the claim.

(d) The Contractor shall not cause a delay in the Work during or as a result of any arbitration proceeding, except with the express written agreement of the Authority.

(e) Any suit over any claim not subject to arbitration shall be filed and maintained only in a court of competent jurisdiction located within Allegheny County, Pennsylvania.

32. Use of Site.

(a) The Contractor shall provide the Authority, five (5) days prior to the end of each month, a listing of Subcontractors, Sub-subcontractors and Suppliers that shall need access to the site during the next month. Individuals not directly associated with the Contractor or reported to the Authority in the aforementioned list shall not be granted access to the site.

(b) The Contractor shall confine its apparatus, storage of materials and the operation of its workers to limits indicated by law, ordinances, permits or directions by the Engineer and shall not unreasonably encumber the Work site with its materials.

(c) The Contractor shall not load or permit any part of the Work site to be loaded with a weight that will endanger its safety during construction.

(d) The Contractor shall comply with and enforce the Engineer's directions regarding signs, advertisements and smoking.

33. Authority's Right to Terminate Contract.

(a) The Authority may terminate the Contract if the Contractor (i) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; (ii) fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreements; (iii) fails to utilize the agreed to Subcontractor(s) or Supplier(s) in accordance with Section 5 hereof; (iv) fails to provide sufficient and qualified supervision of the Work in accordance with Section 11 hereof; (v) persistently disregards laws, ordinances, or the instructions of the Engineer; (vi) fails to obtain a required Change Order in accordance with Section 26 hereof; (vii) fails to notify the Authority of changes in line item cost estimates in accordance with Section 6 hereof; (viii) is adjudged bankrupt; (ix) makes a general assignment for the benefit of its creditors; (x) becomes insolvent and a receiver should be appointed on account of the Contractor's insolvency; or (xi) is otherwise guilty of a substantial breach of any provision of the Contract. In addition, the Authority may terminate the Contract upon the occurrence of a Substantial Change Order, in accordance with Section 26(g)(ii) hereof. Upon the certificate of the Engineer that any one of the above reasons for termination exists, the Authority may without prejudice to any other right or remedy and after giving the Contractor, and its surety if any, seven days' written notice, terminate the Contract and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method the Authority may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

(b) If the unpaid balance of the Contract Price exceeds the expense to the Authority of correcting all defects and finishing the Work, including compensation for additional architectural, engineering or professional consultants, such excess shall be retained by the Authority. If such expense and the amount of any damages incurred through the Contractor's default shall exceed such unpaid balance, the Contractor shall pay the difference to the Authority. The amount to be paid by

the Contractor to the Authority shall be certified by the Engineer. The obligation to make payment under this section shall survive termination of the Contract.

34. Contractor's Right to Stop Work or Terminate the Contract.

(a) If the Work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days or longer, through no act or fault of the Contractor or of anyone employed or subcontracted by him, then the Contractor may, upon seven (7) days' written notice to the Authority and the Engineer, terminate this Contract and recover from the Authority: (i) payment for all of the Work executed as of the date of such termination, and (ii) any demonstrated unavoidable loss sustained due to damage to any materials, equipment, tools and machinery.

(b) Should the Engineer fail to issue any Certificate for Payment through no fault of the Contractor, within fifteen (15) days after the Contractor's formal request for payment or if the Authority should fail to pay to the Contractor within thirty (30) days of its receipt of the Certificate for Payment, the Contractor may, upon seven (7) days' written notice to the Authority and the Engineer, stop the Work, terminate the Contract and receive from the Authority the amounts listed in the preceding section.

35. Registration with the City Finance Department. The Contractor shall maintain registration with the Department of Finance at 412-255-2582 of the City of Pittsburgh, and shall pay all taxes due and owing to the City of Pittsburgh. The Contractor understands and agrees that its failure to maintain such registration or pay such taxes shall be a breach of the Contract and entitle the Authority to immediately terminate the Contract. Such termination shall become effective upon Contractor's receipt of written notice from the Authority of such termination.

36. Requirements of the Pennsylvania Prevailing Wage Act. For contracts exceeding a value of ten thousand dollars (\$10,000), the general prevailing minimum wage rates, including contributions for employee benefits, as shall have been determined by the Secretary must be paid to the workers employed in the performance of the Contract. The Contractor shall, and shall require all Subcontractors and Sub-subcontractors to, (i) pay no less than the wage rates as determined in the decision of the Secretary; (ii) comply with all conditions of the Pennsylvania Prevailing Wage Act, 43 P.S. §§ 165-1 - 165-17, as amended (the "Act"), and the regulations issued pursuant thereto (the "Regulations") to assure the full and proper payment of said rates; and (iii) submit certified payrolls in accordance Section 27.2(e) of these General Conditions. The Contract shall be read so as to include any provision required by the Act or the Regulations to be inserted in the Contract and not so inserted.

37. No Discrimination.

(a) The Contractor, Subcontractor(s) or any person acting on behalf of the Contractor or Subcontractor(s) will not discriminate against any employee or applicant for employment, who is qualified and available to perform the work to which the employment relates, because of race, color, religion, ancestry, national origin, gender, place of birth, disability, age or sexual orientation. The Contractor and Subcontractor(s) will take affirmative action in accordance with the terms outlined in the Form of Bid and the Contract to ensure that applicants are employed, and that employees are

treated, without regard to their race, color, religion, ancestry, national origin, place of birth, gender, or sexual orientation. The Contractor, Subcontractor(s) or any person acting on behalf of the Contractor or Subcontractor(s) shall not in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, color, religion, ancestry, national origin, gender, place of birth or sexual orientation.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, national origin, place of birth, gender, or sexual orientation.

(c) The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contractor, a notice to be provided by the Authority, advising the labor union or workers' representative of the Contractor's commitments. In addition, the Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of the Fair Practices Ordinance, Ordinance No. 75, approved February 28, 1967, and of the rules, regulations and relevant orders of the City of Pittsburgh's Commission on Human Relations.

(e) If and when requested by the Authority or the Mayor's Commission on Human Relations, the Contractor shall file, and shall cause each of its Subcontractors to file, Compliance Reports with the Mayor's Commission on Human Relations. Compliance Reports shall contain such information as to the practice, policies, programs, and employment policies, programs and employment statistics of the Contractor and each Subcontractor, and shall be in such form as the Mayor's Commission on Human Relations may prescribe.

(f) The Contractor will furnish all information and reports required by this Contract, and by the rules, regulations and orders of the Mayor's Commission on Human Relations pursuant hereto, and will permit access to its books, records and accounts by the Mayor's Commission on Human Relations, or its representative, for purposes of investigation to ascertain compliance with this Contract and said rules, regulations and orders.

(g) In the event the Contractor fails to comply with the nondiscrimination provisions of the Contract, or with any of the rules, regulations or orders herein referred to, it is agreed that the Authority, at its sole discretion, may do any or all of the following:

- (i) cancel or terminate the Contract in whole or in part, whereupon all the money due or to become due under the Contract may be forfeited by the Contractor;
- (ii) suspend the Contract in whole or in part;
- (iii) declare the Contractor ineligible for further Authority contracts;

(iv) recover from the Contractor, by set-off against the unpaid portion of the Contract Price, or otherwise pursuant to this Contract, the sum of \$200 per day, as liquidated damages and not as a penalty, for each day that the Contractor shall fail to comply with these provisions of the Contract, as determined by the Mayor's Commission on Human Relations, in accordance with its rules and regulations, the said sum being fixed and agreed upon by and between the Contractor and the Authority because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the Authority would sustain in the event of such a breach of contract, and said amount is agreed to be the amount of damages which the Authority would sustain; and

(iv) such other sanctions as may be imposed by the Mayor's Commission on Human Relations or remedies as may be provided by law.

(h) The Contractor will include the provisions of Subsections (a)-(f) of this Section in every subcontract, so that such provisions will be binding upon each Subcontractor used to perform the Work. The Contractor will take such action with respect to any subcontracts as the Mayor's Commission on Human Relations may direct as a means of enforcing such provisions, including sanctions against the Subcontractor for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor as a result of such direction by the Mayor's Commission on Human Relations, the Contractor shall notify the Authority so that the Authority may enter into such litigation to protect its interests if it so desires.

38. **Assignment.** Neither party to the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign monies due or to become due him hereunder, without the previous written consent of the Authority.

39. **Gender.** Words used in the Contract, regardless of the gender specifically used, shall be deemed and construed to include the other gender, masculine, feminine or neuter, as the context requires.

40. **Notice.** Notice under the Contract shall be deemed to have been duly given if in writing and (i) delivered in person to the individual, a member of the firm or entity or an officer of the corporation for which it was intended, or (ii) sent by registered or certified mail to the last business address of the party receiving notice known to the party giving notice.

41. **Section and Other Headings.** The section and other headings contained in the Contract are for reference purposes only and shall not affect the meaning or interpretation of the Contract.

42. **Governing Law.** Any controversy, dispute or claim arising out of or relation to the Contract, or the breach thereof, shall be governed by the laws of the Commonwealth of Pennsylvania.

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to work of this Section.

1.02 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the Plans and Specifications is to describe the work which the Contractor undertakes to do, in full compliance with the Contract, and it is understood that the Contractor will furnish, unless otherwise provided in the Contract, all materials, machinery, equipment, tools, supplies, transportation, labor, and all other incidentals necessary to the satisfactory prosecution and completion of the Work. The Plans and Specifications are complementary, and what is called for by either is as binding as if called for by both.
- B. In the event the Contractor discovers any error or discrepancy in the Contract Documents, he shall immediately call upon the Engineer for his decision. The Engineer shall then make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications, Special Provisions, Plans and other Contract Documents, as construed by him and his decision shall be final.

1.03 SUMMARY OF WORK

- A. General Mobilization: This work consists of all labor, materials, tools and equipment required for setting-up general plant, storage/staging areas and facilities required by State Laws and City Ordinances; and the general mobilization of equipment required for the completion of the work shown on the Contract Documents. The cost of this item shall include all permits and fees required to perform the project, unless otherwise noted in the Contract Documents, and all expenses for the de-mobilization after the work has been completed. If a building permit is required, it will be the contractor's responsibility to get the necessary permit to perform the repair work, unless noted otherwise in the documents. This work shall also include the following items:
 - 1. Reviewing existing electrical layout and existing conditions for each phase of the work to identify all embedded conduits/wiring in the floor slabs. All existing mechanical and electrical services shall be maintained/restored by the Contractor for all work areas.
 - 2. Provide effective ventilation system to safely remove all dust and hazardous fumes generated from the concrete demolition and any surface treatment applications.
 - 3. Protection and/or relocation of fire protection system, if any, in order to implement repairs.
 - 4. Protection and/or relocation of existing mechanical and electrical systems, in order to implement repairs.
 - 5. Coordinate and assist the security and property management personnel in respect to the security of commercial spaces during the repair work.

6. Electricity (power) and water required for the completion of the work shall be furnished by the Owner at existing fixtures or outlets. (The Owner will not provide any temporary pipes, cables, etc.) The Contractor shall provide temporary lighting in the work areas, as required, during the restoration work. If the existing capacity is insufficient for the Contractor's use, the contractor is responsible for supplementing existing capacity as needed. If the fixtures/outlets do not provide enough electricity and/or water required by the contractor or if they are not functioning at all, the contractor, at their expense, must supplement or obtain sources of electricity and/or water. It is the contractor's responsibility to determine prior to submitting their bid if the existing fixtures operate and if they meet their power/water requirements. Any costs associated with additional power/water supply must be included in the contractor's bid.
 8. Throughout the project the contractor will be required to perform work off-hours (6pm to 6am) and be restricted to taking on those spaces corresponding to the exposed roof level of the garage (Level 6). After each shift the entire area shall be returned to use – no spaces are to be closed and the entire area is to be clean of debris and dust.
- B. Below is a summary of the work and may not include all work items that the contractor will be responsible for during the project. The work, in general, consists of the following areas:
1. Project mobilization and demobilization, including all permits as required.
 2. Implement repairs in a logical manner. The contractor shall submit phasing plans and schedule to the owner and engineer for approval.
 3. Remove loose concrete, debris, and de-bonded waterproofing membrane from the slab surface of the exposed roof level. Place fast setting repair material per the specifications at locations where concrete and debris have been removed.
 4. Demobilize, sweep clean and powerwash all areas affected by the work. This includes cleaning all light fixtures, signage, parking equipment, stair towers, elevators, exhaust equipment, fire protection system, etc. that have been impacted by the repair process.
- C. Miscellaneous Items: This work consists of items not otherwise specifically indicated or shown on the plans, but which are ancillary to the specified scope of work. This work shall also include the following:
1. The Contractor shall furnish, install, maintain, relocate, and remove all construction fences, signs, barricades, cones, warning lights, and other safety control devices and temporary signage required for the proper execution of the project. The Engineer shall review the safety control device placement before work begins and also prior to the beginning of work on any subsequent construction stages. Any deficiencies in the location or arrangement of devices shall be corrected by the contractor before starting work.
 2. The miscellaneous work shall include the cost of repairs to the non-functioning electrical/mechanical systems caused by the contractor's construction activities, for the entire work area. The contractor shall submit to the Engineer the documentation of all existing non-functioning electrical/mechanical systems in the entire work areas. This documentation should be based on the contractor's condition survey performed immediately prior to the scheduled mobilization. The contractor shall not start the mobilization until the Engineer approves the submittal. Repairs to non-functioning electrical/mechanical systems caused by the Contractor's construction activities shall be

done by the Owner's Subcontractors at the Contractor's expense or as directed by the Owner or Engineer.

3. At repair areas, the contractor shall provide adequate protection systems, as required, for the existing mechanical, plumbing, and electrical installations to remain in-place and/or remove and re-install such items to implement repairs.
4. Restore striping at locations impacted by removal of de-bonded waterproofing membrane and/or concrete removal and placement per the specifications.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 03 30 20

CONCRETE REPAIR USING FAST SET MATERIALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections apply to the work of this section

1.02 SCOPE OF WORK

- A. This work shall consist of the removal of existing loose concrete and the installation of a fast-setting, high-strength concrete at locations to be re-opened to traffic the following morning or designated by the Engineer. Materials in this specification may also be appropriate when the scope of concrete work is limited and it is not practical to use ready-mixed concrete.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The fast-setting concrete repairs must achieve a compressive strength of 3,500 psi within 3 hours.
- B. The concrete shall resist freeze/thaw damage and scaling in compliance with ASTM Test Procedures C-666 and C-672. The products approved under this section shall be:
 - 1) "Emaco T415 or T430" as manufactured by BASF Building Systems (800) 433-9517.
 - 2) "SikaQuick 1000 or 2500" as manufactured by Sika Corporation (800) 933-7452.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A. The exact location of spalled concrete to be repaired will be determined in the field by visual observation. An outline of the area to be repaired will be marked with chalk.
- B. All loose concrete shall be removed with hand held tools (hand held hammers, shovels, etc.) and all loose debris vacuumed from hole.
- C. Prior to placement of repair material the repair location shall be blown clean with compressed air to assure that all loose or hollow concrete is removed.

3.02 PLACING, FINISHING AND CURING

- A. Place and properly mixed concrete into the prepared area from one side to the other. Do not place concrete in lifts. Work the material firmly into the bottom and sides of the patch to assure good bond. Do not retemper or finish material after initial set.
- B. For maximum performance and minimal shrinkage, wet curing shall be performed for a minimum of 3 hours followed by the application of an approved curing compound.

3.03 METHOD OF MEASUREMENT

This work will be measured for payment in square feet. The quantity of repair area will be computed from areas marked by the Contractor and approved by the Engineer.

END OF SECTION

SECTION 09 91 00

PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.02 DESCRIPTION OF WORK

- A. The extent of painting work is shown on the drawings and specified herein to include, but not be limited to, the following:
 - 1. Paint parking lines, traffic markings, handicap symbols and curb/island edges using a specified pavement marking paint at locations impacted by the repairs.

1.03 QUALITY ASSURANCE

- A. Paint Coordination:

Provide finish coats which are compatible with the prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of the total coatings system for the various substrates.

1.04 SUBMITTALS

- A. Manufacturer's Data:

- 1. Submit manufacturer's technical information in standard printed published form, including performance criteria and application instructions for each material proposed for use.
- 2. List each material and cross-reference to the specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.

- B. Samples:

- 1. Submit samples of each color required, for Engineer's review.
- 2. Color shall be as herein specified or as selected by the Owner and Engineer prior to the start of work.

1.05 OWNER'S INVENTORY

- A. Provide one gallon of each color used, to Owner, for maintenance purposes.

1.06 DELIVERY AND STORAGE

- A. Deliver all paint to site in manufacturer's sealed and labeled containers. Labels shall bear manufacturer's name, brand, type of paint, Federal spec. number (if applicable), color of paint,

and instructions for reducing.

- B. Store materials and equipment in a designated storage space on the site. Keep storage space neat, clean and accessible at all times. Protect floors from paint spillage.

1.07 PROTECTION

- A. Place paint or solvent-soaked rags, waste, or other materials which might constitute a fire hazard in metal containers and remove from premises at the close of each day's work. Take every precaution to avoid damage by fire.
- B. Provide foam type 2-1/2 gallon capacity fire extinguishers for each paint storage space.
- C. Protect the work of all other trades against damage, marking or injury by suitable covering during the progress of the painting and finishing work.

1.09 JOB CONDITIONS

- A. Examine all surfaces to receive coatings and report to the Engineer any condition which is not acceptable. Commencement of work and in any area constitutes acceptance of conditions and places the responsibility for a workmanlike job on this Section.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F. and 95 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.

PART 2 - PRODUCTS

2.01 MATERIAL QUALITY

- A. Provide only absolutely pure linseed oil, turpentine, shellac, and other like materials that are of the highest quality, with identifying labels intact and seals unbroken. Use no thinners other than those specified by the manufacturer.
- B. Use only primers and undercoaters that are suitable for each surface to be covered and that are compatible with the finish coat required.
- C. Use products of the same manufacturer for succeeding coats.
 - 1. Where shop primed materials are to be finish painted and/or prime coat materials are by a different manufacturer than the finish coat materials, confirm compatibility of the primers with the manufacturer of the finish coat paints.
 - 2. Where existing previously painted surfaces are to be finish painted, confirm compatibility of existing painted surfaces with the manufacturer of the succeeding new paints.
- D. All materials shall comply with Environmental Protection Agency Pt. 59, Subpt. D, Table 1 of Section 40CFR Parts 53-59, Volume 5, 2004 Edition.

2.02 PAVEMENT MARKING PAINT

- A. Parking lines, arrows, handicap symbols and curb edges shall be yellow pavement marking paint, conforming to U.S. Bureau of Public Roads colors, unless otherwise noted.
 - 1. SPEEDHIDE Traffic and Zone Marking Latex, 11-44 Yellow by PPG Industries, 800-441-9695
 - 2. SETFAST Acrylic Latex Traffic Marking Paint, TM2161 Yellow by Sherwin Williams, 800-368-2026

2.03 PAINT SYSTEMS

- A. Pavement Markings: Two coats-Traffic Paint as specified in Section 2.04; 14 to 15 mil wet film thickness each coat.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A. General:
 - 1. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 - 2. Clean surfaces to be completely dry prior to applying primers, paints or surface treatments. Remove oil and grease with clean cloths and cleaning solvents. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.
 - 3. Before applying succeeding coats, primers and undercoats shall be completely integral and shall perform the function for which they are specified. Properly prepare and touch up all scratches, abrasions or other disfigurements and remove any foreign matter before proceeding with the following coat. All spot-priming or spot-coating shall be featheredged into adjacent coatings to produce a smooth and level surface.

3.02 MATERIALS PREPARATION

- A. Mix and prepare painting materials in strict accordance with the manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir all materials before application to produce a mixture of uniform density, and as required during the application of the materials.

3.03 APPLICATION

- A. Apply paint with brush, roller, spray, or other acceptable practice in accordance with the manufacturer's directions.

- B. Spread all materials evenly and smoothly without runs, sags or other defects. Make edges of paint adjoining other materials or colors sharp and clean, without overlapping.
- C. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried. Sand between each enamel coat application with fine sandpaper, or rub surfaces with pumice stone where required to produce an even, smooth surface in accordance with the coating manufacturer's directions.
- D. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.
- E. For each coat of paint use slightly different shade than preceding coat. Tint final undercoat to color of finish coat.
- F. Paint directional arrows, parking stalls, marking lines, handicap symbols, etc., to be as detailed on the Drawings. Unless otherwise detailed, single line width to be four (4") inches wide. Striped areas shall be four (4) inch wide lines eighteen (18) inches on center. Lay out all painted lines and define with chalk markings for approval before proceeding with painting.
- G. Install stall striping using a gravity flow method approved by the Engineer. Spray painting will not be approved.

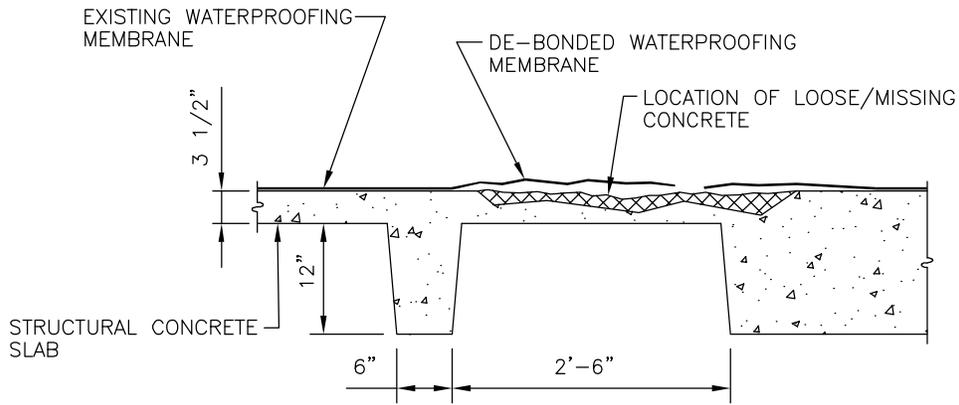
3.04 APPLICATION OF CONCRETE/MASONRY COATING

- A. Apply coating in accordance with manufacturer's printed instructions, employing technically trained personnel, using equipment specifically designed for this purpose.
- B. Apply coating in two applications with a fine texture to match approved sample.
- C. Minimum dry film thickness shall be 6.0-8.0 mils per coat.
- D. Finished work shall match approved samples; be uniform in sheen, color and texture and be free from defects detrimental to appearance or performance.
- E. Verify dry film thickness of completed surfacing system in the field, at random, using a Tooke Inspection Gauge. Minimum thickness shall be as specified excluding foundation or fill coats. Conduct tests in presence of Engineer or his representative.

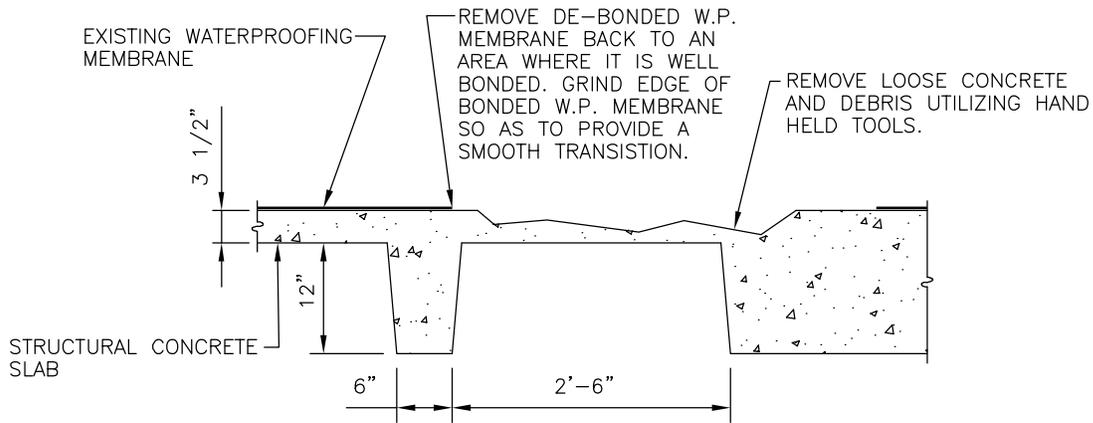
3.05 CLEAN-UP

- A. During the progress of the work, remove from the site all discarded paint materials, rubbish, cans and rags at the end of each work day.
- B. Upon completion of painting work, clean paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

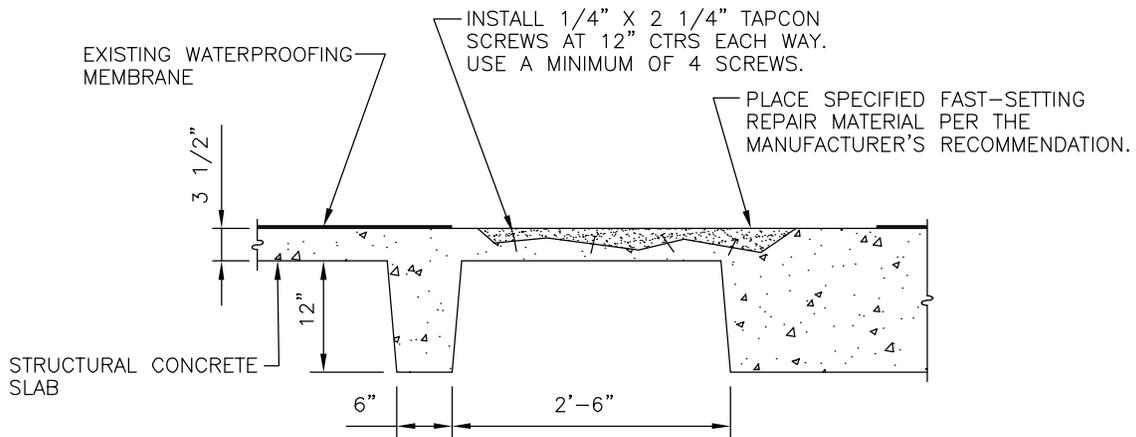
END OF SECTION



EXISTING



REMOVAL



REPAIR

SLAB & W.P. MEMBRANE REPAIR

DESMAN
 ASSOCIATES
 A DIVISION OF DESMAN, INC.
 NEW YORK CHICAGO WASHINGTON, D.C. LAS VEGAS
 BOSTON CLEVELAND HARTFORD DENVER

REPAIR DETAIL

NINTH & PENN PARKING GARAGE

PITTSBURGH PARKING AUTHORITY

SCALE:
 NONE

PROJECT:
 51-12126

DATE:
 08/29/12

SHEET:

SK-1