

Division 1

General Requirements and Bidding Documents

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Section 1A

Contract Proposal

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Certified: Check \$ _____

(Do not write in space below)

Date _____

Cashier's _____

Bid Opening Witnesses:

Treasurer's _____

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF MINES AND MINERAL INDUSTRIES
660 BOAS STREET
HARRISBURG, PENNSYLVANIA
CONTRACT PROPOSAL

Proposal of _____
(Name)

(Address) (Telephone Number)

To the Commonwealth of Pennsylvania
Department of Mines and Mineral Industries
Harrisburg, Pennsylvania

Sirs:

In conformity with the plans and specifications, all as prepared by the Commonwealth of Pennsylvania, on file at the above named office, and after an examination of the site of the work, and the Contract Documents, including Instructions To Bidders, Form of Proposal, Agreement, Bonds and Conditions, the undersigned submits this proposal, and encloses herewith as a proposal guaranty, a Certified Check, Bank Cashier's Check, or Trust Company Treasurer's Check, drawn to the order of the Commonwealth of Pennsylvania, in an amount of not less than ten per centum (10%) of the bid herein submitted, (BID BONDS WILL BE ACCEPTED) which it is understood will be forfeited if this proposal or any part thereof is accepted by' the Commonwealth and the undersigned shall fail to furnish approved bonds and execute the contract within the time stated in the "Instructions to Bidders", otherwise, said check shall be returned.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. It is hereby agreed to execute the contract and furnish Surety Company Bonds, in the form incorporated in the Contract Documents, in the amount of fifty per centum (50) of the contract price within ten (10) days after notice of award and to begin work within

ten (10) days after receipt of the executed contract from the Department of Mines and Mineral Industries.

It is proposed to furnish and deliver all materials, water, tools, equipment, light, power, tests and transportation and secure all permits and licenses and to do and perform all labor, superintendence and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish in an expeditious, substantial, and workmanlike manner, in accordance with the plans and specifications to the satisfaction and acceptance of the Secretary of Mines and Mineral Industries for Contract No. SL 117-1 General Construction, Contract No. SL 117-2 Electrical Work, - Acid Mine Drainage Treatment Plant, Philipsburg, Clearfield County, Pennsylvania

It is understood that the Commonwealth reserves the right to reject any or all proposals or any part thereof or items therein and to waive technicalities required for the best interests of the Commonwealth; it is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

EXCISE TAXES, PENNSYLVANIA SALES TAX

"It is further understood that the Commonwealth is exempt from all Excise Taxes. This also applies with reference to Pennsylvania Sales Taxes. However, the Contractor remains liable for the payment of Sales and Use Tax on all materials and fixtures which the purchases or uses for the purpose of fulfilling a construction contract, irrespective of the fact that the construction work is being performed for a governmental instrumentality."

This proposal is submitted with the understanding that the contract shall be completed within 300 calendar days, effective from the date of contract award, and that time of completion of the work shall be considered as of the essence of this contract, and that for costs of extra inspection, salaries of contingent forces and other expenses entailed by the Commonwealth by delay in completing the contract, the Commonwealth shall be entitled to the sum of \$25.00, as liquidated damages, for each and every day's delay not caused by the Commonwealth or caused by conditions within the contractor's control, provided, however, that the contractor shall be entitled to one day in addition to the time stipulated for each days delay that may be caused by the Commonwealth or conditions beyond the contractor's control. "Conditions beyond the contractor's control" are interpreted to include strikes, floods, unusual weather conditions not normally prevailing in the particular season, inability to secure materials from any source within a reasonable period from date of order, governmental priority restrictions on materials, and any other causes which can be proved as being beyond the control of the contractor. Delays beyond the above stipulated time shall be agreed to in writing. The Common-

wealth, if it contemplates causing delay, will notify the contractor and the contractor shall likewise, if he is unable to complete within the time stated, request and receive from the Commonwealth authority for delay to a new completion time.

A detail breakdown sheet of the work and the contract price of the work involved will be submitted to the Commonwealth promptly after the execution of the contract.

TOTAL BID PRICE.

A. For the Acid Mine Drainage Treatment Plant, Contract No. SL 117-1 General Construction, complete as shown on the drawings and specified, including an allowance of twentyfive thousand dollars (\$25,000) for contingencies, the lump sum of

_____ Dollars (\$ _____)
(Written) (Figures)

B. For the Acid Mine Drainage Treatment Plant, Contract No. SL 117-2 Electrical Work, complete as shown on the drawings and specified, including an allowance of twentyfive thousand dollars (\$25,000) for contingencies, the lump sum of

_____ Dollars (\$ _____)
(Written) (Figures)

CONTINGENCY ALLOWANCE. For change orders involving extra cost, the undersigned shall allow the sum of twenty-five thousand (\$25,000). Expenditures from this sum shall be made only upon written order signed by Commonwealth. The portion of this sum remaining unexpended at the completion of the work shall be deducted from the total payments due Contractor.

INSTALLED PRICE OF MAJOR EQUIPMENT ITEMS. In connection with major items of equipment to be furnished and installed, the undersigned expressly agrees as follows:

1. That the Total Base Bid includes the lowest installed cost for each item of equipment listed in the tabulation of major equipment items. Contractor may add additional manufacturers but only the manufacturers listed by Commonwealth shall be considered in determining the Total Base Bid.

2. That the Commonwealth may select items of any manufacturer as listed in the equipment tabulation.

3. That the undersigned will furnish and install those items selected by Commonwealth at a contract price equal to the Total Base Bid adjusted by the difference between the sum of the installed prices for all Total Base Bid items and the sum of the installed prices for the items selected by Commonwealth. In the event Commonwealth does not choose to make a selection, or if for any reason Commonwealth fails to make a selection as indicated in the official signed contract documents, the undersigned agrees to furnish and install equipment of the manufacture used in determining the Total Base Bid.

4. That the installed price stated in the equipment tabulation includes, for all items, the preparation and submission to Engineer by the undersigned of detailed drawings showing all modifications (if any) necessary to accommodate such equipment.

5. That the installed price covers a complete operating installation, including any and all changes and additions in structure, piping, buildings, mechanical and electrical work, controls and accessories necessary to accommodate the selected equipment.

MAJOR EQUIPMENT ITEMS

(Prices shall be given for each manufacturer listed)

<u>Section No.</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Total Installed Price</u>
15A-3.2	Ion Exchangers	(a) Cochrane, Div. of Crane	\$ _____
		(b) Graver Water Cond. Co.	\$ _____
		(c) Infilco Inc.	\$ _____
		(d) Permutit Co.	\$ _____
		(e) _____	\$ _____
		(f) _____	\$ _____
15A-3.3	Decarbonator	(a) Cochrane Div. Crane	\$ _____
		(b) Graver Water Cond. Co.	\$ _____
		(c) Infilco Inc.	\$ _____
		(d) Permutit Co.	\$ _____
		(e) _____	\$ _____
		(f) _____	\$ _____

15A-3.4	Forced Draft Aerator	(a) Cochrane Div. Crane	\$ _____
		(b) Graver Water Cond. Co.	\$ _____
		(c) Infilco Inc.	\$ _____
		(d) Permutit Co.	\$ _____
		(e) _____	\$ _____
		(f) _____	\$ _____
15A-3.5	Settling Basins	(a) Dorr-Oliver	\$ _____
		(b) Eimco Co.	\$ _____
		(c) Graver Water Cond. Co.	\$ _____
		(d) Infilco Inc.	\$ _____
		(e) _____	\$ _____
		(f) _____	\$ _____
15A-3.6	Clarifier	(a) Eimco Co.	\$ _____
		(b) Graver Water Cond. Co.	\$ _____
		(c) Infilco Inc.	\$ _____
		(d) Permutit Co.	\$ _____
		(e) _____	\$ _____
		(f) _____	\$ _____
15A-3.7	Gravity Filters	(a) Cochrane Div. of Crane	\$ _____
		(b) Graver Water Cond. Co.	\$ _____
		(c) Infilco Inc.	\$ _____
		(d) Permutit Co.	\$ _____
		(e) _____	\$ _____
		(f) _____	\$ _____
15B-3	Pumps	(a) Gould	\$ _____
		(b) Worthington	\$ _____
		(c) Deming Div. of Crane	\$ _____
		(d) _____	\$ _____
		(e) _____	\$ _____

Misc.	Tanks & Acces sories	(a) Buffalo Tanks, Div. of Bethlehem Steel	\$ _____
		(b) _____	\$ _____
		(c) _____	\$ _____
15A-3.12	Ammonia Recovery Systems	(a) Unitech Company	\$ _____
		(b) _____	\$ _____
		(c) _____	\$ _____
15A-3.8	Plate Filters	(a) T. Shriver & Co., Inc.	\$ _____
		(b) _____	\$ _____
		(c) _____	\$ _____
15A-3.9 & 10	Chemical Feed Systems, Lime Coagulant Aid	(a) BIF - General Signal	\$ _____
		(b) Wallace & Tiernan	\$ _____
		(c) _____	\$ _____
		(d) _____	\$ _____
16G,16I	Panel Boards & Motor Control Centers	(a) Culter Hammer	\$ _____
		(b) General Electric	\$ _____
		(c) Square "D"	\$ _____
		(d) Westinghouse	\$ _____
		(e) _____	\$ _____
		(f) _____	\$ _____

<u>Section No.</u>	<u>Description</u>	<u>Manufacturer</u>	<u>Total Installed Price</u>
17	Instrumentation System	(a) Foxboro	\$ _____
	Components	(b) BIF	\$ _____
		(c) Minneapolis-Honeywell	\$ _____
		(d) _____	\$ _____
		(e) _____	\$ _____

Unified Equipment Responsibility

At the option of the Commonwealth, the bidder will agree to furnish all items listed under major equipment above through a single manufacturer of the major equipment items at an additional cost to the Commonwealth as follows:

<u>Manufacturer</u>	<u>Total Installed Price</u>
Cochrane Div. Crane	\$ _____
Graver Water Conditioning Co.	\$ _____
Infilco Inc.	\$ _____
Permutit Co.	\$ _____

TO BE FILLED IN IF BULLETINS ARE ISSUED:

The Bidder acknowledges receipt of the Bulletins hereinafter enumerated which have been issued during the period of bidding and agrees that said bulletins shall become a part of the contract. The bidder shall list below the numbers and issuing dates of the bulletins received:

<u>BULLETIN NO.</u>	<u>ISSUING DATE</u>
_____	_____
_____	_____

 BIDDER - INSERT FIRM NAME

 MANUAL SIGNATURE SAME AS ON PAGE 4

AVAILABLE EQUIPMENT SCHEDULE
(To be attached to bid form)

NO.	TYPE	CAPACITY	MANUFACTURER	AGE & CONDITION	LOCATION

(This information must be submitted by all bidders and returned with the bid).

The bidder declares that he is an experienced Contractor and that he has been engaged in the performance of works similar in character to that covered by this bid for _____ years, and that he conducted the following works:

Nature of Work

Locality

and he further declares that he is, fully prepared and has the necessary capital to begin the work promptly and to conduct it as required by the Contract and Specifications. He refers to the following persons who are competent to advise as to his financial standing:

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Contractor's, Signature

LIST OF SUB-CONTRACTORS

The bidder declares that the following list of sub-contractors are able and willing to perform certain portions of the work and further, the bidder understands that unless the listed sub-contractors are approved by the Secretary of Mines and Mineral Industries, the bid may be disallowed.

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPROVED
Department of Mines and Mineral Industries

Secretary

Section 1B

Instructions to Bidders

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INSTRUCTIONS TO BIDDERS

1. NOTICE OF LETTING

Sealed proposals on projects will be received by the Commonwealth of Pennsylvania, acting through the Secretary of Mines and Mineral Industries at the office of the Department of Mines and Mineral Industries, Towne House Apartments, 660 Boas Street, Harrisburg, Pennsylvania, before the hour and date indicated in the "Notice to Contractors". At this time all proposals will be publicly opened and read.

2. WORK TO BE PERFORMED

Plans, specifications and proposal forms for the project are available and may be reviewed at the Department of Mines and Mineral Industries, 660 Boas Street, Harrisburg, Pennsylvania. Copies may be obtained by prospective bidders upon application to the Department and by making a deposit in the amount stipulated in the "Notice to Contractors" for each set of plans, specifications and proposal forms. This deposit will be refunded upon the receipt of a bona fide bid and/or the return of the plans and specifications in good order within thirty (30) days after the opening of bids, otherwise, the deposit may be forfeited.

3. EXPERIENCE

State clearly your past experience in the following categories which apply to this project:

- (a) Excavation and Earthwork
- (b) Erection of Structural Steel
- (c) Construction of Structures
- (d) Installation of Electrical Equipment
- (e) Installation of Water Treatment Facilities
- (f) Installation of Electronic Control Equipment
- (g) Building Construction
- (h) Construction of Sewage Treatment Facilities
- (i) Construction of Water and Sewer Line Construction
- (j) Introduction of flyash into mine voids through vertical boreholes.

EQUIPMENT

(a) State clearly the name, type model and capacity of each piece off equipment owned or available. Include all equipment including earth moving equipment, water delivery equipment, safety equipment, office equipment, repair facilities such as welding equipment, etc.

The age and condition of each piece of equipment must he noted.

(b) Present location of each unit of equipment described in (a) above. This location is necessary for inspection of equipment during bid evaluation, prior to bid award.

(c) Time of delivery to site of operations after Notice of Bid Award, and Notice to Proceed has been issued. This means all units on job site, ready to operate at full capacity.

PERSONNEL

(a) List number of Personnel in various categories employed or immediately available.

(b) Give names of supervisory personnel with ages and experience record of each Prospective Supervisor in the classification I - (a) to (h) above.

FINANCIAL STATUS

Provide current financial statement to indicate capability or lack thereof to implement the project.

REFERENCES

Furnish the names of five (5) references who will attest to your capability and integrity. As references do not use personnel of the Department of Mines.

All information provided in this questionnaire will be treated in extreme confidence.

4. PROPOSAL FORMS

The bidders attention and cooperation is requested with reference to the proper completion of bid proposals. Failure to completely execute a bid proposal may result in disqualification or rejection. The following directions are necessary for the protection of all parties:

A. The bid proposal normally consists of four (4) or

more pages. If for any reason you do not receive all of the pages, promptly notify the Bureau and request a new set. Submission of an incomplete set may result in disqualification or rejection of the bid proposal.

- B. On the first page of the proposal, the Bidder's full name should be spelled out. If the Bidder is an individual or partnership trading under a fictitious name, that fact should be indicated, i.e. "John Jones trading as Expert Repair Company" or "John Jones and Edward Smith, co-partners, trading as Expert Repair Company."
- C. On the second page of the proposal in lower left hand corner, after inserting the individual or firm name, bidder should sign on the second line exactly as he will sign on the last page, acknowledging receipt, if any, of the date received and number of bulletins, issued on the project.
- D. On the last page of the proposal, if the bidder is an individual he should sign where indicated and the signature should be witnessed. If the bidder is an individual trading under a fictitious name the signature should be as follows: "John Jones, trading as Expert Repair Company." The last paragraph should state the firm's fictitious name and whether it has been registered. If the bidder is a partnership, the partnership should be indicated and all partners should sign. If the bidder is a partnership trading under a fictitious name, the signature should be as follows: "John Jones and Edward Smith, Co-partners trading as Expert Repair Company, s/John Jones, s/Edward Smith.
- E. On the last page of the proposal, if the bidder is a corporation, the full corporate name should be inserted. The President and the Secretary should sign, and affix the Corporate Seal. The next to last paragraph should state the name of the Corporation, the state in which it is incorporated, and/or if a foreign corporation, whether it possesses a certificate of authority to do business in Pennsylvania.
- F. The Bidder will submit his proposal on the proposal forms supplied in duplicate. One copy is to be submitted to the Department of Mines and Mineral Industries and the other retained by the bidder. The blank spaces in the proposal form shall be filled in for each and every item for which a description is given. The bidder must state the price (written in ink, in words and numerals) for which he proposes

to do each part of the work contemplated. In addition, the bidder must state the total amount for all the parts included, in any or all of the combination of the work. In case of discrepancy, the written words will be considered as being the bid price.

5. PROPOSAL GUARANTY

A. Bid Proposals for any contract will not be considered unless accompanied by a Certified Bank Check, Cashier's Check or Trust Company Treasurer's Check, made payable to the Commonwealth of Pennsylvania, in the amount specified in the proposal. Bid Bonds will be accepted.

B. All guaranty checks will be returned as promptly as possible after the bid opening, with the exception of the guaranty submitted by the lowest responsible and qualified bidder.

6. DELIVERY OF PROPOSALS

Each proposal must be submitted in a sealed envelope furnished by the Department. The bid proposal may be forwarded by mail or may be delivered to the office of the Bureau of Land and Water Conservation and Reclamation, Department of Mines and Mineral Industries, Towne House Apartments, 660 Boas Street, Harrisburg, Pennsylvania. The bid proposal must be received by the Department of Mines and Mineral Industries on or before the time and date stated in the "Notice to Contractors." All bids shall be in conformance with the requirements in these "Instructions to Bidders." Sole responsibility for the delivery of bids rests with the Bidder. Delays due to mail delivery will not constitute a release of this obligation.

7. WITHDRAWAL OF PROPOSALS

Bidders will be given permission to withdraw their proposals after they have been received by the Department of Mines and Mineral Industries. The request to withdraw must be in writing, properly signed, and be received by the Department at least two (2) hours prior to the time and date set for the opening. Withdrawal requests may also be made by telegram. Requests by telegram. must be received by the Department at least two (2) hours prior to the time and date set for the opening. Confirmation of the telegram must be submitted in writing, properly signed, and delivered not later than twenty-four (24) hours after the time and date set for the opening.

8. OPENING OF PROPOSALS

Proposals will be publicly opened and read at the time and date set in the "Notice to Contractors" in the Conference Room, Department of Mines and Mineral Industries, Towne House Apartments, 660 Boas Street, Harrisburg, Pennsylvania. Bidders or their authorized agents are invited to attend. All, bids shall be in conformance with the requirements in these "Instructions to Bidders."

9. IRREGULAR PROPOSALS

Proposals which contain any omissions, altering of form, price, additions or deductions not called for, conditional or uninvited alternate bids, unbalance bids, qualified bids or irregularities of any kind will be subject to rejections.

10. COLLUSIVE BIDS WILL BE REJECTED

More than one proposal from an individual, a firm or partnership, corporation or an association under the same or different names will be rejected. Reasonable grounds for believing the bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. All proposals will be rejected if there is reason for believing that collusion exists among the bidders. All participants in any collusion will be removed from the Bidder's List and not permitted to submit bids for any future work.

11. AWARD OF CONTRACT

The Secretary of the Department of Mines and Mineral Industries reserves the right to reject any or all proposals or any parts thereof or items therein and to waive technicalities, as he may deem proper for the best interests of the Commonwealth. If an award is made by the Secretary, it will be to the lowest responsible bidder within thirty (30) days from the date of the opening of proposals. This time may be extended by written consent of the bidders. Commonwealth reserves the right to accept the lowest extended bid or reject all bids and readvertise for rebidding.

12. EXECUTION OF CONTRACT

A. Upon receiving the contract documents for execution, the lowest responsible bidder will sign and return the documents, complete with Bonds and Insurance Certificates as required, to the Department of Mines and Mineral Industries, Towne House Apartments, 660 Boas Street, Harrisburg, Pennsylvania, within ten (10) days after receipt (Holidays and weekends excluded.)

B. Within the time limitation prescribed above, the low bidder will obtain Contract Bonds, executed by a Surety Company authorized to transact business in this Commonwealth, or two (2) individual sureties approved by the Department of Justice. The Bonds, executed on the forms provided by the Commonwealth consist of the following coverages:

- (1) A Performance Bond in the amount of fifty percent (50%) of the total contract price guaranteeing faithful performance of all covenants and agreements contained in the contract documents.

- (2) A Labor and Materials Bond in the amount of fifty (500) of the total contract price guaranteeing prompt payment of all labor supplied or performed and materials furnished in the prosecution of the work, whether or not the labor or material enter into and become component parts of the work.
- (3) A Maintenance Bond (when stipulated) in the amount of fifty percent (50%) of the total contract price guaranteeing remedy of any defects in materials and/or workmanship which may develop within one (1) year from the date of completion and acceptance of the work performed under the terms of the contract.

C. If the low bidder fails to execute the contract documents within the time specified, the amount of the proposal guaranty may be forfeited to the Commonwealth, not as a penalty, but as liquidated damages.

D. In the event death, mental or physical disability of the low bidder delays or precludes execution and return of the contract documents within the time limitation prescribed above, an extension may be requested in writing to the Department of Mines and Mineral Industries. If approved, a letter granting an extension of time will be issued accordingly.

E. No proposals or awards will be considered binding upon the Commonwealth until the contract documents are completely and properly executed and approved by all parties concerned.

13. START OF WORK

The Contractor to whom an award is made will be required to commence work on the project within ten calendar (10) days after receipt of the approved contract. Upon receipt of the fully approved copy of the-awarded contract, the Contractor will contact the Deputy Secretary of the Department of Mines and Mineral Industries regarding the time, date and place of the initial job conference. No construction activities will be initiated before the initial job conference is held.

14. PROVISIONS NOT APPLICABLE

Any provisions contained in the General Conditions which do not apply to the Character of the work, as called for in the plans and specifications will not be binding on the Contractor when so instructed by the Secretary, Department of Mines and Mineral Industries, or his authorized agents.

15. INFORMATION TO BE SUBMITTED WITH BID

In the event that Contractor includes in the major equipment items a piece of equipment other than those specified by Engineer Contractor shall, with its bid, submit a complete description of the performance and materials of construction for the substitution proposed.

Upon acceptance of any or all equipment proposed by Contractor, such submittals for the equipment shall become part of the contract Proposal.

GENERAL CONDITIONS

Section 1C

General Conditions

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A. DEFINITIONS

Wherever the following terms are used in this contract they shall have the meanings indicated:

- Commonwealth----- The Commonwealth of Pennsylvania and the party of the first part.
- Department----- The Department of Mines and Mineral Industries of the Commonwealth.
- Secretary ----- The Secretary of the Department.
- Deputy Secretary----- The Executive Deputy Secretary of the Department.
- Inspector ----- An individual assigned by the Secretary to inspect construction under this contract.
- Contractor----- The party of the second part of this contract: also termed the Prime Contractor.
- Sub-contractor ----- A person, firm or corporation performing work at the site, with his own forces, under contract to the Prime Contractor.
- Architect/Engineer ----- An architect or engineer, or combination thereof, who has prepared the plans and specifications and will supervise the construction of this contract.
- Contract Documents ----- The Contract Documents shall consist of "Instructions to Bidders", the Contract, the Contract Proposal, the Executed Bonds, Certificates of Insurance, the General Conditions, the Special Conditions, the Technical Specifications, and the Plans.
- Project ----- The whole construction undertaking of which this contract may represent the whole or a part.

B. BONDS

1. The Contractor shall furnish indemnity bonds, with a Surety acceptable to the Commonwealth, at the time of signing the contract and before the contract shall become effective, as follows:
 - (a) A Performance Bond in the amount of fifty percent (500) of the contract price of this contract, as security for the faithful

performance by the Contractor of all covenants and agreements contained in this contract.

(b) A Labor and Material men's bond in the amount of fifty percent (50%) of the contract price of this contract, as security for the prompt payment of all material furnished and labor supplied or used in the performance of the work, whether or not incorporated into the completed structure.

(c) A Maintenance Bond (when stipulated) in the amount of fifty percent (50%) of the contract price, as security for the satisfactory correction of any defects which may develop in the work performed within one year of the acceptance of the contract.

2. All contract bonds shall be furnished in the form prescribed by the Commonwealth.
3. If the Surety to any bonds furnished by the Contractor should become unacceptable to the Commonwealth, or should the bond amounts be deemed insufficient for any reason, the Contractor shall promptly furnish such additional security, in amounts as required, to protect the interests of the Commonwealth.

C. INSURANCE

1. The Contractor shall furnish Certificates of Insurance at the time of signing the contract, and before the contract shall become effective, certifying that he has taken out and maintains insurance protecting the Commonwealth and Contractor and any Sub-contractor performing work covered by this contract from claims for damages for personal injury, property damage and other hazards. Insurance policies must be issued by insurance companies known to be financially sound and authorized to conduct business under the laws of the Commonwealth and shall be of the kinds and in the amounts listed below;

(a) Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries and/or wrongful death to any one person and subject to the same limit for each person, and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) on account of one accident.

(b) Property Damage Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) per accident.

(c) Builder's Risk, Alterations and Additions, or Installation Floater forms of insurance will be required, in the insurable amount of the contract, covering the Commonwealth and the Contractor as their respective interests may appear against loss or damage by fire, lightning, and such perils as may be included in the extended coverage endorsement.

2. Where the possibility of special hazards may exist, these hazards shall be covered by riders or endorsements to the above policies. Where blasting is required, this shall be covered by special endorsement in the minimum amount of \$5,000.00 unless a larger sum is deemed necessary.
3. Workmen's Compensation. The Contractor shall accept, insofar as the work covered by this contract is concerned, the provisions of the Workmen's Compensation Act of 1915, and all supplements or amendments thereto, including any which may hereafter be passed, and shall insure his liability thereunder, or file with the Secretary a certificate of exemption from such insurance, issued by the Bureau of Workmen's Compensation of the Department of Labor and Industry.

(a) The Contractor shall at all times indemnify and save harmless the Commonwealth from all claims for workmen's compensation which may be made by any of the Contractor's employees or by the employees of any Sub-contractor to whom the Contractor has delegated the performance of any portion of the contract; and the Contractor agrees to appear for, and to defend the Commonwealth against any and all such claims.
4. All insurance policies required as noted above shall extend to the date of final acceptance of the contract. Policies which expire during- the course of the contract shall be renewed as required and copies of renewal certificates shall be furnished to the Commonwealth prior to the date of expiration of the original certificate.

D. PLANS AND SPECIFICATIONS

1. APPROVED PLANS. All plans used in the prosecution of the work under this contract shall have the official approval of the Secretary or Deputy Secretary, and the work shall be performed in strict accordance with these plans and specifications.
2. INTERPRETATION OF PLANS VERSUS SPECIFICATIONS. (a) The Department shall decide as to the meaning or intent of any portion of the plans and specifications and where the same may be found to be obscure or are in dispute, the Department shall have the right to correct errors or omissions to its satisfaction. Where work is called for in the specifications and not shown on the plans or is shown on the plans but not covered in the specifications, such work shall be executed and furnished by the Contractor as though described in both. Contractor agrees to perform such work and furnish such materials as if same were fully specified.
3. INTERPRETATION OF PLANS. The Contractor shall not determine dimensions by scaling of the plans but shall obtain calculated dimensions from the Department. Lettered dimensions shall govern where there is a discrepancy between the scaled distance

and the figures shown. Where a half section or detail is shown or there is an indication of a continuation (the remainder being shown in outline) the detailed work shall be understood as applying to the outlined area. Moldings, carving and ornaments, where indicated on the plans with a starting detail, shall be considered as being repeated or continued throughout the courses or parts in which they occur.

4. DISCREPANCIES. In cases of discrepancy between individual plans or between plans and specifications, such conflict shall be referred to the Department for resolution, and any resulting decisions shall not be valid unless approved by the Department in writing. Such discrepancies shall be resolved before proceeding with the work. Any work done after discovery of a discrepancy and prior to clarification shall be done at the Contractor's risk.
5. INCIDENTAL WORK. Should any incidental work or materials be required which is not denoted in the specifications or on the plans, but which is nevertheless necessary for the carrying out of the intent of the plans and specifications, the Contractor agrees to perform such work or furnish such materials as if they had been particularly detailed or described.
6. SUPPLEMENTARY DRAWINGS. The plans accompanying this contract are hereby designated as the "contract plans" and have been prepared for the purpose of illustrating the general character and extent of the work. The contract plans are subject to such modifications as may be found necessary or advisable for illustrating the work in greater detail, either before or during the prosecution of the work, and the Contractor shall conform to, and abide by, such supplementary drawings to the same extent as if they had been included with the original contract plans.
7. PLANS AND SPECIFICATIONS FURNISHED THE CONTRACTOR. The Department will furnish the Contractor, upon request and without cost, ten (10) complete sets of contract plans, specifications and supplementary detail drawings for a contract involving up to three major sub-contracts; sixteen (16) sets for a contract involving four major sub-contracts; twenty (20) sets for a contract involving five major sub-contracts.

E. DOCUMENT CHANGES

1. RIGHT TO MAKE CHANGES. The Secretary shall have the right to make such alterations in the plans and specifications or in the character of the work, as may be considered necessary or desirable, from time to time, to fully and perfectly complete the construction, and such alterations shall not be considered a waiver of any conditions of the contract nor invalidate nor abrogate the provisions thereof.
2. CONDITIONS GOVERNING CHANGES. Changes in the scope of the work shall be controlled by all the terms, conditions and provisions of this contract, subject to such prices or credits as may be

established. Should the Contractor refuse or fail to perform such work, the Secretary or Deputy Secretary may declare the Contractor in default as hereinafter provided, and may arrange for the performance of the work in any manner he may see fit at the Contractor's expense and the Contractor shall not interfere with the performance of such work. The Secretary may withhold payment of all estimates to the Contractor until any loss which may be sustained by the Commonwealth because of the Contractor's refusal to perform, has been definitely determined, and the amount of such loss shall be deducted from any balances due the Contractor.

3. CONTRACTOR'S COMPENSATION FOR CHANGES.

(a) Should alterations in the plans or specifications result in an increase or decrease in the quantity of work to be performed, without changing the character of such work, the Contractor shall accept payment in full at contract unit prices for actual quantities of such work performed or where such unit prices are not included in the bid proposal, the unit prices contained in the post-bid schedule of prices, as approved, shall apply.

(b) Should alterations in the plans and specifications change the character of the work so that available unit prices are not applicable, a fair and equitable sum shall be agreed upon, in writing, by negotiation between the Contractor and the duly authorized representatives of the Department before such work is begun.

(c) Where neither a unit price nor a lump sum figure can be agreed upon, or where either method of payment is impractical, the Department may direct the Contractor to do such extra work on a force account basis.

4. FORCE ACCOUNT WORK. For all changes involving additional work to be performed on a "force account" basis, payments to the Contractor shall be allowed in the following manner:

(a) Materials: For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges and taxes (including any sales taxes) which the material supplier must pay, as shown by original receipted bills. To the sum total of such receipted bills shall be added ten percent (10%) of the cost of the material only, exclusive of any such taxes.

(b) Labor: For all labor employed directly at the site in performing the changes, including foremen of the various trades, the Contractor will be paid the minimum wage set forth in the Special Conditions, including health and welfare, pension, vacation, or travel time expenditures included in the Prevailing

Minimum Wage Predetermination which is a part of this contract. Payments will be made for each and every hour, including overtime at established rates, that such labor and foreman are actually engaged on the work. The Contractor shall prepare a certified payroll showing the time, rates and charges, to the total of which shall be added fifteen percent (15%).

In addition to these direct charges for labor the Contractor will be reimbursed for payroll taxes such as Old Age and Survivors Insurance or Workmen's Compensation Insurance as well as for Public Liability or Property Damage or other insurances computed on the basis of payroll, but no percentage shall be added to the value of these charges.

(c) Equipment: For any machinery, trucks or construction equipment, except small tools, which it may be necessary to use in completion of the work authorized, the Contractor will be paid a rental rate to be agreed upon in writing before such work is begun or if no rate can be agreed upon, the rates published in the latest Edition of the Compilation of Averaged Rental Rates for Construction Equipment, compiled by the Associated Equipment Distributors shall be used. Such rates shall be adjusted to include fuel, lubricants and maintenance but shall not include operators or other labor charges which shall be paid for under. (b) Labor as previously set forth. No percentage shall be added to the equipment rental rates.

(d) The compensation as noted above shall be received by the Contractor as payment in full for all work done on a force account basis and the fifteen percent (15%) allowance on labor and the ten percent (10%) allowance on materials shall be construed as covering all general superintendence and the use of small tools for which no rental is allowed, job and general overhead, bonds, expenses and anticipated profit. Contractor shall in addition be reimbursed for payroll taxes, etc., and equipment rental as aforesaid.

(e) The Contractor shall prepare a statement of the materials, labor and equipment furnished daily, in duplicate, and these statements shall be checked and approved by the inspector. These records shall be incorporated into a single monthly invoice to which shall be attached receipted material bills, certified payrolls and other supporting data, as a basis for payment.

(f) The provisions of Paragraph E-2 "Conditions Covering Changes" shall apply with equal force to all Force Account Work.

F. CONTRACTORS DUTIES AND RESPONSIBILITIES

1. REPRESENTATION OF CONTRACTOR. The Contractor acknowledges that he has examined the plans, the specifications and the site of the work and that from his own investigations he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon transportation,

disposal, handling and storage of materials; the availability of labor, water, electric power and roads; the uncertainties of the weather, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.

No verbal. agreement or conversation with any officer, agent or employee of the Commonwealth, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. -

2. SUPERVISION. The Contractor shall keep on the work during its progress a competent superintendent satisfactory to the Commonwealth. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given by the Contractor.

Important directions shall be confirmed in writing to the Contractor. Other directions may be so confirmed if requested. The Contractor will provide efficient supervision of the work not only at the site but in all matters pertaining to this contract.

3. WORK FORCE. The Contractor shall employ only such superintendents, foremen and workmen as are careful and competent and the Commonwealth may demand the dismissal of any person employed by the Contractor who shall be guilty of misconduct, or who neglects or refuses to comply with the directions given and such person shall not again be employed at the site of this contract without express written consent of the Commonwealth. Failure of the Contractor to comply with these provisions shall be sufficient reason for the Commonwealth to withhold all estimates which are or may become due or the Secretary may suspend the work until compliance with such orders is effected.
4. EQUIPMENT. The Contractor shall furnish such equipment as may be considered necessary or desirable for the prosecution of the work in an acceptable manner and at a rate of progress sufficient to meet the completion date. The equipment used shall be provided with all necessary safeguards to protect the on-site employees and the public from injury and shall be so operated as to avoid damage to adjacent property, structures and highways.
5. PERMITS, LICENSES, AND CERTIFICATES. The Contractor shall procure all permits, certificates and licenses, pay all charges and fees and give notices necessary and incident to the proper and lawful prosecution of the work.
6. PATENTS. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save harmless the Commonwealth from

loss on account thereof. If the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for any resulting cost unless he promptly furnishes such information to the Department.

7. CONTRACTOR'S LIABILITY. The work under this contract, in every respect, from the execution of the contract, during the progress of the work and until final acceptance, shall be under the charge of and in the care of the Contractor and at his risk. The Contractor shall take all necessary precautions to prevent injury or damage to the public and to any person, property or thing during the performance of the contract, and shall be responsible for any and all such damages. The Contractor shall indemnify and save harmless the Commonwealth and all its officers, agents or employees from all suits, actions or claims of any character or description brought for or made on account of any injuries or damages received or sustained during the performance of the work by any person, persons, or property, by or on account of any act or omission whatsoever of the said Contractor, his agents and employees during the performance of said work.
8. CONTRACTOR'S LIABILITY TO OTHER CONTRACTORS. Should the Contractor in the performance of this contract cause damage to any person, property or work of another Contractor, whatsoever, he shall, upon due notice to do so by the Bureau or other party to the damage, arrange for an amicable settlement thereof. It is agreed by all parties herein that such disputes shall not delay completion of the work.
9. SUBLETTING OR ASSIGNING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, nor of the work provided for herein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the Department. No such assignment or sub-contract, even though thus consented to, shall relieve the Contractor of his liability under the contract for the performance and completion of the work by the time, and in the manner, contracted for.
10. SUB-CONTRACTOR'S LIABILITY. The provisions of the contract as to performance by the Contractor shall apply to any sub-contractor, his officers, agents, and employees, in all respects as if he and they were employees of the Contractor.
11. CONDUCT OF THE WORK. The work shall be conducted so as not to interfere with the work of other Contractors, nor to obstruct any thoroughfare or access to property, nor to impede highway traffic, nor to interfere with the functions of any institution, except as may be authorized by the Department. Fire hydrants adjacent to the project shall be kept accessible at all times and no materials or obstructions shall be placed within twenty (20) feet of any such hydrants. Footways and sewer inlets shall not be obstructed.

12. ADVERTISING NOT PERMITTED. No advertising will be permitted in any part of the work area or adjacent thereto.
13. PUBLIC SAFETY. During the progress of the work the Contractor shall provide red lights, fences, barriers, danger signals, warning and detour signs, and take such other precautions as may be necessary to protect life and property.
14. OBSERVANCE OF LAWS. The Contractor, at all times, shall observe and comply with all Federal, State, Local and Institutional laws, by-laws, ordinances, codes and regulations which in any manner affect the conduct of the work or apply to any employees on the contract. The Contractor shall indemnify and save harmless the Commonwealth and all its officers, agents and employees, from all suits, actions or claims of any character or description brought for, made on account of, or arising from the violation of any such law, by-law, ordinance, code or regulation.
15. CONTRACTOR TO FURNISH. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary for the proper execution and completion of the work.
16. MATERIALS. Unless otherwise specified, all materials shall be new. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials. Materials and workmanship shall be of good quality and shall meet the requirements of the Technical Specifications.
17. CONTRACTOR'S GUARANTEE. The Contractor shall guarantee his work and shall remedy, without cost to the Commonwealth, any defects which may develop therein during a period of one (1) year from the date of completion and acceptance, as provided in the Agreement.

G. SEPARATE CONTRACTS

1. OTHER CONTRACTS. The Commonwealth reserves the right to let other contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work. He shall coordinate his work with theirs and make such connections thereto as may be required.
2. ACTIONS OF OTHER CONTRACTORS. Where any part of the Contractor's work depends upon work performed by others, who are not his own sub-contractors, for proper execution and results, the Contractor shall report to the Department any unsatisfactory conditions or delays in the work being done by others. The Contractor shall be responsible for any increased costs or damages resulting from adverse actions of others unless these conditions have been promptly reported to the Department.

3. ORGANIZATION OF PROJECT. Where several contractors, or others, are performing work on the same project or continuous projects, the Contractor may request that the sequence of operations be established by the Department. Request for such assistance shall be submitted in writing and in advance of the need therefor, but the Commonwealth shall not be liable for any increased costs or damages resulting from any coordination assistance rendered by the Department.

H. LAYOUT OF THE WORK

1. REFERENCE POINTS AND BENCH MARKS.

(a) The Commonwealth will furnish such base lines, bench marks, reference points and instructions as may be necessary for the laying out of the work, and all construction shall be done in strict conformity to such reference points and bench marks. Any work performed before such points and bench marks are furnished shall be at the Contractor's risk.

(b) The Contractor must carefully preserve reference points, bench marks and stakes and, in case of destructions or removal, he will be charged with the cost of replacement. He shall be responsible for any errors resulting from dislocation of reference points.

(c) The Contractor shall furnish, free of charge, all stakes and such other temporary structures as may be necessary for making and maintaining points and lines and shall furnish the Commonwealth such facilities, manpower and materials, for giving said lines, as they may require.

2. LAYOUT OF THE WORK. The Contractor shall employ a competent engineer or land surveyor, satisfactory to the Commonwealth, to lay out the work from the initial reference points or bench marks given by the Commonwealth. He shall take as a basis the figures shown on the contract plans, or on working drawings prepared by the Contractor and approved by the Commonwealth, and shall lay out all intersections and building lines, establish all elevations and levels, and plumb all walls, beams and columns as required by the nature of the structure. All work of every description shall be laid out by the Contractor, who will be held solely responsible for its correctness. All expenses in connection with this work shall be paid for by the Contractor.
3. ERRORS AND DISCREPANCIES. If the Contractor, in the course of the layout work, finds any discrepancy between the plans and specifications and the physical condition of the locality, or any errors in the plans and specifications, or in the points of reference and bench marks, it shall be his duty to immediately inform the Department in writing. The Department will promptly clarify the discrepancy and so notify the Contractor in writing.

Any work undertaken after the discrepancy has been discovered and prior to clarifications will be at the Contractor's risk.

4. INDEPENDENT SURVEYS. The Commonwealth retains the right to conduct independent surveys or layouts to check the accuracy of the Contractor's work, using either engineers employed by the Department or engineers appointed by the Secretary.

I. COMMONWEALTH ACTIONS

1. AUTHORITY OF SECRETARY. The Secretary, acting through the Department, shall have full authority to decide all questions which may arise under this contract relative to the quality and acceptability of the materials furnished and the manner or progress of the work performed, the interpretation of all plans and specifications, and the fulfillment of the contract on the part of the Contractor.
2. AUTHORITY OF BUREAU. The Department, acting for the Secretary, shall determine the amount and quality of the various kinds of work performed and materials furnished, and their decisions and estimates shall be conclusive on the Contractor. Such estimates shall be a condition precedent to the right of the Contractor to receive monies due under this contract.
3. AUTHORITY OF THE INSPECTOR. An Inspector, representing the Department, will be assigned to this contract during its performance by the Secretary whose duty it shall be to see that all work is properly performed and that all materials and workmanship conform to the requirements of the specifications and that all conditions of the contract are carried out. The Inspector may be assisted, from time to time, by other assigned inspectors who specialize in certain phases of construction.

The Inspector shall: (a) conduct all job conferences, maintain written records of the progress of the work, prepare monthly estimates and in all other matters represent the Department at the site;

(b) have the authority to reject materials or workmanship or, if necessary, to suspend the work in cases of dispute, until the disputed matters can be referred to the Department.

The Inspector is not: (c) authorized to revoke, alter, enlarge, relax or release any of the requirements of the specifications, nor to issue instructions contrary to the specifications or contract;

(d) permitted to act as a foreman, or to perform other duties for the Contractor, nor to interfere with the Contractor's management, of the work. Any advice which the Inspector may give the Contractor shall in no way be construed as binding on

the Commonwealth and shall not release the Contractor from any terms of the contract.

4. INSPECTION. All work and material shall be at all times subject to the inspection of the Department and its duly authorized representatives. The Contractor shall provide reasonable and necessary facilities for such inspection. If required, the Contractor shall take down, or uncover, portions of the finished work to permit examinations. Should the work thus exposed prove satisfactory, the cost of exposing and restoring it shall be at the expense of the Commonwealth. If the work should prove to be unsatisfactory, all costs of exposing and restoring it shall be at the expense of the Contractor.
5. DEFECTIVE WORK OR MATERIALS. Any omission or failure, on the part of the Department or its Inspectors, to disapprove or reject any defective work or materials shall not be construed to be an acceptance of such work or material. The Contractor shall remove, at his own expense, any defective work or condemned material, and rebuild or replace the same without extra charge. In cases where the Department does not consider the defect to be of sufficient importance to warrant the Contractor rebuilding or replacing such work or material, the Commonwealth shall have the power, and is hereby authorized, to make an equitable deduction from the contract price in lieu of rebuilding or replacement.
6. RIGHTS-OF-WAY AND STORAGE SPACE. The Commonwealth will provide the land upon which the work is to be performed, together with the right of access thereto and such other rights-of-way as may be needed for the facilities to be constructed. The Contractor may be required to furnish additional space or land for the erection of temporary construction facilities or for the storage of materials. Any space limitations are set forth in the Special Conditions section of this contract.

J. SUSPENSION AND TERMINATION

1. SUSPENSION OF WORK DUE TO CONTRACTOR'S FAULT. If it shall appear to the representatives of the Commonwealth that the Contractor:
 - (a) is not progressing with the work as rapidly as necessary to complete within the specified time;
 - (b) is neglecting or refusing to remove materials or re-execute rejected work;
 - (c) is not repairing damage to public or private property resulting from the Contractor's actions;
 - (d) is continuing to employ or to re-employ unacceptable personnel;
 - (e) is conducting the work in violation of the specifications or in a manner not acceptable to the Department;

- (f) has stopped or abandoned the work or any portion thereof without Department approval;
- (g) or is otherwise violating any of the provisions of the contract;

then the representatives of the Commonwealth shall give the Contractor notice, in writing, of the specific deficiencies and direct the Contractor to remedy these.

If, at the end of seventy-two (72) hours from the date of such notice as set forth above, the Contractor shall have failed to begin compliance with the orders of the Commonwealth, the representatives of the Commonwealth may suspend the work or any part thereof, in writing, until the orders contained in said initial notice have been complied with. In the case of such suspension, due to the fault_ of the Contractor, no extension of time will be granted the Contractor covering the time last resulting from such suspension and no allowance will be made for expenses incurred by the Contractor resulting from such suspension.

2. DECLARATION OF DEFAULT.

(a) The Commonwealth may declare the Contractor in default where the work has been suspended as set forth in the foregoing section and no action to correct deficiencies has been initiated by the Contractor during the ten (10) days following the date of the letter of suspension.

(b) The Commonwealth may declare the Contractor in default for the reasons set forth in the preceding section (j-1) and, in addition, if the Contractor shall:

1. fail to begin the work within the time specified;
2. become insolvent, be declared bankrupt or commit any act of bankruptcy or insolvency or allow any final judgment, based on a claim arising out of any act or omission under this contract, to stand unsatisfied against him for a period of forty-eight (48) hours;
3. make an assignment for the benefit of creditors;
4. perform any act not specifically enumerated which might affect the validity of the contract or the progress of the work.

(c) The Secretary shall give written notice to the Contractor and to his Surety of such declaration of default, and such declaration of default shall not violate any of the conditions of the contract.

3. ACTIONS FOLLOWING A DECLARATION OF DEFAULT.

(a) Should a declaration of default be made against the Contractor, the Secretary will, at that time, direct the Contractor's Surety to complete the work, in accordance with the terms of the contract and direct them to render a detailed statement of the cost of the completion of the work, including receipts and disbursements of all funds received and paid on account thereof. Payments, as herein before provided, shall be made to the Surety instead of to the Contractor.

(b) However, the Commonwealth shall have the right, following a declaration of default, to take possession of the premises and of all material, tools and appliances thereon and to finish the work by whatever method may be deemed expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and/or the Surety shall pay the difference to the Commonwealth.

4. SUSPENSION OF WORK DUE TO UNFAVORABLE CONDITIONS. If, in the judgment of the Department, the Contractor is taking excessive risk of damage to any part of the work under this contract by proceeding therewith during unfavorable weather or under adverse conditions, then the Department may suspend the work temporarily, either in whole or part, for such period of time as may be necessary due to the cited conditions. In case of such suspension extension of time will be allowed, but no allowance will be made to the Contractor for any expenses, or as damages resulting therefrom. The failure of the Department to order such a suspension shall not relieve the Contractor of his responsibilities under the contract.

5. SUSPENSION OF WORK BY COMMONWEALTH. The Secretary may at any time on sufficient justification, without fault on the part of the Contractor, stop the work or any portion thereof by giving forty-eight (48) hours notice in writing to the Contractor. The Contractor shall resume work after such suspension within ten (10) days after date of written notice from the Secretary to proceed. The Commonwealth shall not be held liable for any damage or anticipated profits on account of such work stoppage. The Contractor will be entitled to an equivalent extension of time..

6. PERMANENT SUSPENSION. In case of permanent suspension by the Commonwealth of the whole or any part of the work, the Contractor shall be entitled to the full value of the work performed on the suspended portions and he shall be reimbursed by the Commonwealth

for such expenditures as it may be determined, or any be agreed upon are not otherwise compensated for so as to provide an equitable settlement of all claims resulting.

7. REMOVAL OF EQUIPMENT

(a) In case of default or termination of this contract, no equipment, material, or supplies shall be removed from the site without prior authorization in writing from the Commonwealth.

(b) During the course of construction, no equipment shall be removed from the site by the Contractor until the usefulness of such equipment has ceased or except with written consent of the Department. Premature removal of equipment from the site may be deemed an abandonment of the work on the part of the Contractor.

(c) However, should the Commonwealth desire the removal of any equipment or supplies the Contractor shall remove same upon written notice to do so, failing upon which the Commonwealth shall have the right to move such equipment and supplies at the Contractor's expense.

8. SERVING NOTICE. Any written notice to be given the Contractor under this contract shall be deemed to be given if the same be delivered to the person in charge of any office used by the Contractor, his agents or employees at or near the work, or is deposited in the Post Office postpaid, addressed to the Contractor at his place of business as set forth in the contract.

9. DISPUTES.

(a) Any question concerning the interpretation of the contract, the plans or specifications or any other disputed matter that cannot be resolved between the Contractor and the inspector shall be referred to the Secretary. If the disputed matter has not yet been satisfactorily resolved the Contractor may then avail himself of the provisions of Article XV of the Agreement.

(b) Disputes shall not be justification for any delay or work stoppage. The Contractor shall proceed to execute the disputed work and advise the Department that he is proceeding under protest pending the final disposition of the disputed matter.

K. ESTIMATES AND PAYMENTS

1. SCHEDULE OF UNIT PRICES. The Contractor shall submit for approval a Schedule of Unit Prices, consisting of a breakdown of the contract price into actual items of work with quantities and prices for each, within ten (10) days after receipt of fully executed contract documents. This Schedule of Unit Prices shall be used for preparing periodic estimates for partial payments as

well as for increases and decreases in the scope of work to be performed. Said breakdown shall be submitted prior to the Contractor starting work on the site.

2. MONTHLY ESTIMATES. Once each month the inspector will prepare an estimate of work performed since the beginning of the contract, based on the approved breakdown figures, so long as the work is prosecuted in accordance with the contract and to the satisfaction of the Commonwealth. From this total figure the Commonwealth will deduct ten percent (10%) for retained percentage, unless otherwise stipulated, as well as all previous payments or other authorized charges. The balance, due the Contractor, shall be processed for payment. In preparing this estimate items shown as lump sum payments will only be included after completion of the entire item.
3. PAYMENT FOR STORED MATERIAL. Material to be incorporated in the finished structure and stored on the site will be paid for as follows:
 - (a) The quantity shall not exceed that needed for the completed structure.
 - (b) Payment will be made for seventy-five percent (75%) of the value shown on receipted invoices covering the material for which payment is claimed.
 - (c) Before such materials can be included in an estimate the Contractor shall deliver to the Commonwealth bills of sale or other instruments, in form satisfactory to the Secretary, giving the Commonwealth title to such materials free of all liens and encumbrances, together with receipted invoices.
 - (d) When such materials have been incorporated into an estimate they shall become the property of the Commonwealth and shall be so marked or identified by the Contractor.
 - (e) The Contractor, at his own cost and expense shall care for and protect such materials and take out insurance, to cover their value against loss by fire or theft, payable to the Commonwealth.
4. RETAINED PERCENTAGE. The ten percent (10%) deducted from monthly estimates shall be retained by the Commonwealth until after the completion and acceptance of the contract. Should the Department at any time during the progress of the work, consider the amount withheld to be in excess of the amount necessary to complete the work or for the full and ample protection of the Commonwealth, then it may reduce the retained percentage to an amount only sufficient for proper protection.
5. ESTIMATES NOT CONCLUSIVE. No estimates given, nor payments made, except the certificate final payment, shall be conclusive as

to the performance of the contract either wholly or in part, and no estimates, or payments shall be construed to be an acceptance of defective work or improper materials.

6. FINAL INSPECTION AND CERTIFICATION. Whenever, in the opinion of the Department, the Contractor shall have completed the contract, the Department shall make a final inspection of the entire work and, when satisfied that the Contractor has completely performed the contract, shall make a final estimate of the value thereof, with such additions or deductions as may have previously been authorized, and prepare a certificate to that effect. The Secretary will review such certificate and if he approves will certify the aforesaid certificate to the Auditor General for final payment.
7. REQUIREMENTS FOR FINAL PAYMENT. Final payment will not be made to the Contractor until he has furnished the following:
 - (a) Written statement from the Surety Company that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Commonwealth as set forth in the Surety Company's bond.
 - (b) Sworn certificate from the Contractor stating that all labor, material, outstanding claims and indebtedness arising out of the performance of the contract have been paid.
 - (c) Such payroll affidavits as may be required by law certifying to the fact that the Contractor has complied with the minimum wage rates set forth in the contract.
8. ACCEPTANCE OF FINAL PAYMENT. The acceptance by the Contractor, of the final payment shall operate as and be a release to the Commonwealth from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the work, or for any act or omission of the Commonwealth, or of any person connected therewith, or affecting the work, but this final payment shall not be considered as relieving the Contractor or his Surety from the indemnity obligations under the terms of this contract, or the performance, labor and material men's bond or maintenance bonds.
9. NO WAIVER OF LEGAL RIGHTS.
 - (a) Neither acceptance by the Commonwealth, or any of their agents or employees; nor any certificate for partial or final payment; nor any extension of time; nor possession and use taken by the Commonwealth or its employees, shall operate as a waiver of any portion of the contract nor of any power reserved by the Commonwealth in this contract, nor shall establish any right to damages; nor shall the waiver or any breach of contract be held to be a waiver of any other or subsequent breach of contract.

(b) The Commonwealth shall not be precluded or estopped by any certificate for partial or final payment, either before or after completion, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that such partial or final payment were untrue or incorrectly made in any particular, or that the work was not performed in accordance with the contract provisions. The Commonwealth shall not be precluded or estopped from demanding and recovering from the Contractor and/or his Surety such damages as may be sustained by reason of the Contractor's failure to comply with the provisions of the contract or on account of any overpayments made to the Contractor.

L. COMPLETION

1. ORDER OF COMPLETION. The Contractor shall complete portions of the work in such order as may be stated in the specifications or required by special circumstances, as requested by the Commonwealth or as indicated on the approved Progress Schedule. The Contractor shall supply additional forces, equipment, tools and materials and/or provide for an increase in working hours if necessary to meet the dates shown on the approved Progress Schedule. If the Contractor shall refuse, or fails to proceed as directed, the Commonwealth may declare the Contractor in default as herein provided.
2. USE OF COMPLETED WORK. The Commonwealth shall have the right to use or occupy, any completed or partially completed portions of the work, whether or not the time may have expired for completing such portions of the work, but such use or occupancy shall not be deemed as acceptance of the work so used. Before such use or occupancy, an inspection shall be made of the completed work to determine whether it be in conformity with the contract and any damage thereto due to the use or occupancy of -the completed portion shall not be the responsibility of the Contractor.
3. EXTENSIONS OF TIME. If the Contractor is delayed in the completion of this contract by any cause for which he is not responsible, such as acts of the Commonwealth, strikes by labor forces in which the Contractor is not involved, or similar causes beyond his control, then the time stated in the Agreement may be extended by mutual agreement between the parties to the contract. The Contractor shall present a statement in writing showing the - contract completion date, the number of days extension of time desired, the new completion date and the reason for the request. If this is acceptable to the Department a letter granting an Extension of Time will be issued to the Contractor.

M. APPROVALS

GENERAL. The following listed items must be submitted for approval and be approved before work at the site can progress:

1. SCHEDULE OF UNIT PRICES. The Contractor shall submit a Schedule of Unit Prices within ten (10) days after receipt of the fully executed contract as set forth in Paragraph K-1.
2. PROGRESS SCHEDULE. The Contractor shall prepare and submit for approval a Progress Schedule within twenty (20) days of the receipt of his fully executed contract. The Progress Schedule shall completely and comprehensively cover all work on the contract including that of sub-contractors. Where several Contractors are involved on a single project, the general Contractor shall prepare the Progress Schedule after consultation with any other Contractors involved. Such a-joint Progress Schedule shall be signed by all Contractors party thereto.
3. SUB-CONTRACTORS AND SOURCE OF MATERIAL. The Contractor shall submit on his own letterhead, within thirty (30) days of the receipt of his fully executed contract, the names and addresses of all sub-contractors, testing laboratories, manufacturers, producers or other sources of each item of material or equipment incorporated into the work, accompanied by full information as to the competency of sub-contractors, and the quality of such material and equipment.
4. MATERIAL SAMPLES.
 - (a) All material that is specified and intended for use in the structure or work shall be approved in writing before material is delivered, whether or not submission of samples is required.
 - (b) The Contractor shall submit samples of materials and equipment and provide laboratory tests where required. All expenses incurred in delivering, transporting, packing, collecting and testing of samples shall be paid for by the Contractor.
 - (c) No material shall be shipped to the job, nor work performed with such material., until samples are finally approved by the Department.
 - (d) Any material delivered to the job may be compared with the approved sample and, if necessary, additional tests may be made upon any material which does not compare favorably.
 - (e) Failure of samples to pass the specified tests will be sufficient cause for refusal to consider any further samples from the same manufacturer or source.

5. REMOVAL OF REJECTED MATERIALS. If any material already delivered and intended for use in the work has been rejected, such rejected material shall be removed immediately from the site at the Contractor's expense. If the Contractor fails to remove such rejected material promptly, the Commonwealth may cause it to be removed at the expense of the Contractor.
6. RECIPROCAL LIMITATIONS. The Contractor shall not use any supplies, equipment or materials manufactured in any state where such state does not permit use on public works of supplies, equipment and materials manufactured in the Commonwealth of Pennsylvania.
7. SHOP DRAWINGS.
 - (a) The Contractor shall submit nine (9) copies of shop drawings, catalogs and/or cuts, working drawings or other information showing full details of all fabricated components of the structure for approval and these shall have the specific approval of the Contractor before submission.
 - (b) Where such shop drawings, etc. show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall make specific mention of such variations in his letter of submission in order that proper adjustment in the contract may be made if the substitution is acceptable.
 - (c) The approval of shop drawings will be general in nature and shall not relieve the Contractor of the responsibility for proper fitting and construction, nor from furnishing the materials and work required whether indicated on the shop drawings or not.
 - (d) Approval of shop drawings shall not construed as approving departure from the intent of the contract plans and specifications.
8. SUBSTITUTIONS OF MATERIAL OR EQUIPMENT. Where trade names, catalog numbers and manufacturers of material or equipment are specified, they are mentioned herein for the purpose of establishing a standard of quality. Any material or equipment, designated by the Department as equal in quality and performance to that mentioned, will be acceptable. However, any added costs which may be incurred-because of related changes made necessary by substitutions of material or equipment shall be borne by the Contractor.

N. STANDARDS

1. EXPLOSIVES AND BLASTING. If and when the use of explosives is necessary for the prosecution of the work the Contractor shall observe the utmost care, performing such work with experienced

men and in accordance with all Federal., State, Local and Institution regulations, so as not to endanger life and property. Rock encountered within five (5) feet of pipelines or buildings shall be removed without blasting. All explosives shall be stored in a secure and safe manner, in strict conformity with all safety regulations. Such storage sites shall be marked clearly "Dangerous - Explosives" and shall be in the care of competent watchmen at all times. Contractors shall provide insurance coverage as stated in Paragraph C-2 of these General Conditions.

2. SAFETY REGULATIONS. The Contractor shall comply with all current safety regulations of the Department of Labor and Industry, the Department of Health and any other departments of the Commonwealth, as well as with those of any local governments having jurisdiction.
3. FEDERAL AND A.S.T.M. SPECIFICATIONS. All references to standards such as those contained in Federal and A.S.T.M. specifications or designations shall be taken to mean those in effect during the performance of the contract.
4. TESTING LABORATORY. The Contractor shall retain and pay for the services of a testing laboratory to provide inspection and testing in connection with any materials required under the contract. Such testing laboratory will be subject to approval by the Department and only those laboratories maintaining an office and laboratory in the Commonwealth will be considered for approval. In special cases that testing laboratory may be required to provide inspection at the mill or shop where the material is manufactured.
5. MILL OR SHOP TESTS AND CERTIFICATIONS. Certain materials such as cement, structural or reinforcing steel, electrical cable and similar items may require certificates from the manufacturer certifying to their chemical content, the conditions under which they were manufactured and other matters pertinent in the individual case. Such certificates shall be furnished at the time the material is shipped from the place of manufacture.

O. CONDUCT OF OPERATIONS

1. CONTINUED COLD WEATHER. Cold or freezing weather shall not be considered an excuse for halting work under this contract. The Contractor shall use such methods of temporary protection and heating as will permit work to continue throughout the winter. Methods of protection and heating shall be submitted for approval before being used.
2. PROTECTION. The Contractor shall provide and maintain protection for all equipment and all parts of the building and adjoining areas at the construction site, specifically as follows:

- (a) Protect all trees, shrubs, lawns and landscape work from damage.
- (b) Protect all pedestrians, streets, sidewalks, private roads and walks from injury or damage.
- (c) Protect excavations, trenches and buildings from damage by rain or ground water and from the backing up of drains or sewers.
- (d) Remove snow and ice as may be required for the prosecution of the work and the safety of personnel.
- (e) Maintain guard lights at all barricades and railings and obstructions in streets or sidewalks.
- (f) Provide protection against weather from whatever source including rain, wind, storms, heat or cold.
- (g) Furnish, erect and remove all scaffolding, ladders, platforms, runways and staging required for executing his work.

3. CHASES, OPENINGS, SLEEVES AND INSERTS.

- (a) Where several prime Contractors are involved on an existing structure, each such Contractor is responsible for the size and location of all chases and openings required for proper installation of his work in existing structures, and shall do all cutting and patching for such chases and openings.
- (b) Where several prime Contractors are involved on a new structure, the General Contractor will construct or have built into new walls and partitions all such chases and openings, but the other Contractors shall furnish information for these openings or chases sufficiently far in advance to avoid impeding the progress of the work.
- (c) Where only a single prime Contractor is involved he will be responsible for providing all chases and openings.
- (d) Under all circumstances, each Contractor will be responsible for furnishing and setting all pipe sleeves or inserts of any kind required by his work.

4. CLEAN-UP. In addition to a final general clean-up, the Contractor shall be responsible for necessary periodic clean-ups of the building and the premise and the removal of accumulated debris or refuse.

5. AS-BUILT DRAWINGS. When the contract has been completed and before a final estimate is prepared, the Contractor shall deliver to the District Supervisor a complete set of contract prints, corrected with suitable markings to show all changes or variations from the original contract and to reflect the details of the work as actually built.

Section 1D

Pennsylvania Prevailing Wage Act

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PENNSYLVANIA PREVAILING WAGE ACT

The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act effective February 1, 1962, (Act No. 442) and' the Regulations issued pursuant thereto.

The Pennsylvania Prevailing Wage Act has been amended in the Regular Session of the 1963 General Assembly, and became effective October 8, 1963.

As amended, the provisions of the Pennsylvania Prevailing Wage Act no longer are applicable to contracts costing less than \$25,000.00. These three (3) pages and the Wage Scale do not apply if the amount proposed is less than \$25,000.00. The provisions contained in these three (3) pages and the Wage Scale must be complied with if the amount proposed exceeds \$25,000.00.

Posting of the Wage Scale will not be required when the awarded contract is less than \$25,000.00.

The Contractor agrees that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of the Regulations shall be followed.

The Contractor agrees that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, or any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

The Contractor agrees to .and will require each sub-contractor to post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted Notice of Wage Rates will contain the following information:

- (1) Name of Project.
- (2) Name of public body for which it is being constructed.

- (3) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
- (4) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
- (5) A statement advising workmen if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or sub-contractor are not complying with the Act of these regulations in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

The Contractor and sub-contractor shall keep an accurate record showing the name, craft, and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the Department of Mines and Mineral Industries and to the Secretary of Labor and Industry or his duly authorized representatives.

The Contractor agrees that apprentices shall be limited to such numbers as shall be in accordance with a bona fide Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the Provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project.

Contractor agrees that wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof to the workmen.

Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price positive for the completion of a certain amount of work, or the production of a certain amount of work, or the production of a certain result, shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

The Contractor and each sub-contractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the Department of Mines and Mineral Industries, under oath, and on a form satisfactory to the Secretary of Labor and Industry, certifying that all workmen have been paid wages in strict conformity with provisions of the contracts as prescribed by the Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

It is hereby understood and agreed between the parties that all of the provisions of the Pennsylvania Prevailing Wage Act (Act No. 442 of 1962) as well as all regulations issued pursuant thereto by the Secretary of Labor and Industry are hereby incorporated by reference and shall become a part of this contract.

DEPARTMENT OF LABOR AND INDUSTRY
7TH AND FORESTER STREETS
HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION

Hawk Run Ion Engineers in the Building and Construction Industry
 Project Name Exchange Treatment Plant County CLEARFIELE Twp. Morrin
 Project No. SL-117-1&2 Agency Dept. of Mines & Mineral Industries

Bedford, Blair, Cambria, Cameron,
 Clarion, Clearfield, Centre, Clinton,
 Crawford, Elk, Forest, Franklin, Fulton,
 Huntingdon, Jefferson, McKean, Mifflin,
 Potter, Somerset, Warren and Venango
 Counties.

Effective Date 6-1-70

Effective Date 12-1-70

DAILY RATED CLASSIFICATION
SECTION V

Ladavator.....
 Mixer Mortar(10 Cubic ft. or under)....
 Mulching Machine.....
 Pin Puller(powered).....
 Pulverizer.....
 Pump-1 1/2 inch discharge or less.....
 Seeding Machine.....
 Spreader Side Delivery Shoulder(attach-
 ment).....
 Tie Tamper(Multiple heads).....
 Tractor Farm (when used for Landscap-
 ing).....
 Water Blaster.....

Hourly Rate	H & W	Pen.	Total	Hourly Rate	H & W	Pen.	Total
5.45	.25	.20	5.90	5.95	.25	.20	6.40
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"

WEEKLY RATED CLASSIFICATION
SECTION VI

Brake Man.....
 Crane Truck Oiler & Fireman.....
 Deck Hand.....
 Helicopter Signalmen(if needed & Not in
 conflict with other trades).....
 Oiler.....
 Oiler-Truck Crane 50 Ton or over.....

5.45	.25	.20	5.90	5.95	.25	.20	6.40
5.55	.25	.20	6.00	6.05	.25	.20	6.50
5.45	.25	.20	5.90	5.95	.25	.20	6.40
"	"	"	"	"	"	"	"
"	"	"	"	"	"	"	"
5.70	.25	.20	6.15	6.20	.25	.20	6.65

DAILY RATED CLASSIFICATION
SECTION VI

Mechanic Helper.....

5.45	.25	.20	5.90	5.95	.25	.20	6.40
------	-----	-----	------	------	-----	-----	------

WEEKLY RATED CLASSIFICATION
SECTION VIII

Party Chief.....
 Instrument Man.....
 Rodman.....
 Chairman.....


5.85	.25	.20	6.30	6.35	.25	.20	6.80
4.85	.25	.20	5.30	5.35	.25	.20	5.80
4.40	.25	.20	4.85	4.90	.25	.20	5.35
4.40	.25	.20	4.85	4.90	.25	.20	5.35

Date of Request 7/8/70
 Serial Number 16787(11)

Date of Determination 7/10/70
 A New request for predetermination must be
 made if contract is not awarded within 120
 days from determination date.

LIPW-36-4-69
 (Formerly
 LIAS: 140-5 Rev. 6-70

PREVAILING WAGE SECTION


 Theodore Robb, Secretary

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
7TH AND FORSTER STREETS
HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION

Hawk Run Ion Engineers in the Building and Construction Industry
 Project Name Exchange Treatment Plant County CLEARFIELD Twp. Morris
 Project No. SL-117-1&2 Agency Dept. of Mines & Mineral Industries

Bedford, Blair, Cambria, Cameron,
 Clarich, Clearfield, Centre, Clinton,
 Crawford, Elk, Forest, Franklin, Fulton,
 Huntingdon, Jefferson, McKean, Mifflin,
 Potter, Somerset, Warren and Venango
 Counties.

	Effective Date 6-1-70				Effective Date 12-1-70			
	Hourly Rate	H & W	Pen.	Total	Hourly Rate	H & W	Pen.	Total
DAILY RATED CLASSIFICATION								
SECTION III								
Stone Spreader Self-Propelled.....	6.45	.25	.20	6.90	6.95	.25	.20	7.40
Tractors(when used for snaking and hauling).....	"	"	"	"	"	"	"	"
Tube Finisher C.M.I. or similar type...	"	"	"	"	"	"	"	"
Tugger.....	"	"	"	"	"	"	"	"
Truck Winch Truck or Hudraulic Boom (when hoisting & placing).....	"	"	"	"	"	"	"	"
All other Minor Equipement.....	"	"	"	"	"	"	"	"
DAILY RATED CLASSIFICATION								
SECTION IV								
Ballast Regulator.....	6.20	.25	.20	6.65	6.70	.25	.20	7.15
Boring Machine.....	"	"	"	"	"	"	"	"
Broom power(except push type).....	"	"	"	"	"	"	"	"
Compressor-single(regardless of power used).....	"	"	"	"	"	"	"	"
Conveyor-over land up to 3 units(regardless of power used).....	"	"	"	"	"	"	"	"
Form Line Machine.....	"	"	"	"	"	"	"	"
Generator(over 5 KW).....	"	"	"	"	"	"	"	"
Hoists Monorail(regardless of power used).....	"	"	"	"	"	"	"	"
Hoist Roof(regardless of poser used)...	"	"	"	"	"	"	"	"
Huck Machine or similar type.....	"	"	"	"	"	"	"	"
Mixer Concrete(regardless of power used).....	"	"	"	"	"	"	"	"
Mixer Mortar-over 10 cu.ft.(regardless of power used).....	"	"	"	"	"	"	"	"
Pump(over 1½ inch discharge, regardless of power used).....	"	"	"	"	"	"	"	"
Spray Cure Machine(power Driven).....	"	"	"	"	"	"	"	"
Steam Jenny (or similar type).....	"	"	"	"	"	"	"	"
Syphon(Steam or Air).....	"	"	"	"	"	"	"	"
Welding Machine Single(300 Amp or over) Plant, Private or Industrial Air or Steam Valve.....	"	"	"	"	"	"	"	"
DAILY RATED CLASSIFICATION								
SECTION V								
Compressor-65 Cubic Ft. or under (regardless of poser used).....	5.45	.25	.20	5.90	5.95	.25	.20	6.40
Conveyor one(1) unit (regardless of power used).....	"	"	"	"	"	"	"	"
Heaters-up to and including 6.....	"	"	"	"	"	"	"	"
Jack Motor Hydraulic(single type)power driven.....	"	"	"	"	"	"	"	"

Date of Request 7/8/70
 Serial Number 16789(11)

Theodore Robb
 Theodore Robb, Secretary

LIPW-35-4-69
 (formerly
 LIAS:140-4 Rev.6-70)

Date of Determination 7/10/70
 A new request for predetermination must be made if contract is not awarded within 120 days from determination date. 1D-GC-28

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
7TH AND FORSTER STREETS
HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION

Hawk Run Ion Engineers in the Building and Construction Industry
 Project Name Exchange Treatment Plant County CLEARFIELD Twp. Morris
 Project No. SL-117-1&2 Agency Dept. of Mines & Mineral Industries

Bedford, Blair, Cambria, Cameron,
 Clarion, Clearfield, Centre, Clinton,
 Crawford, Elk, Forest, Franklin, Fulton,
 Huntingdon, Jefferson, McKean, Mifflin,
 Potter, Somerset, Warren and Venango
 Counties.

Effective Date 6-1-70

Effective Date 12-1-70

WEEKLY RATED CLASSIFICATION
SECTION II

Ross Carrier (or similar type).....
 Scoop (single Bowl) Self-powered &
 Tractor drawn.....
 Spreader-Concrete, Asphalt & Stone.....
 Tower Mobile (hoisting or lowering
 material).....
 Trencher.....
 Welding Machines (up to & including 4)...
 Well Point Systems.....
 Two Small Machines.....
 Other Major Machines.....

Hourly Rate	H & W	Pen.	Total
7.425	.25	.20	7.875
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"

Hourly Rate	H & W	Pen.	Total
7.925	.25	.20	8.37
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"

DAILY RATED AT CLASS II RATE
OF PAY

Grout Pump.....
 Paver Operator - Asphalt (spreader).....
 Pumpcrete or similar type (not self-
 propelled).....
 Pumpcrete Machine Operator (stationary)..
 Tire Repairman (when assigned to job)....
 Welder (repairman).....

7.425	.25	.20	7.875
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"

7.925	.25	.20	8.37
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"

DAILY RATED CLASSIFICATION
SECTION III

Boiler.....
 Compactor (ridden or self-propelled)....
 Concrete Finishing Machine & spreader...
 Conveyors 4 units or more (plus \$.50 per
 hr. above class III rate).....
 Crane Carry.....
 Curb Builder (self-propelled).....
 Drill Well Drill & Horizontal (self-
 propelled and self-contained).....
 Elevator (alterations of old building)...
 Forklifts (ridden or self-propelled)....
 Hoist one Drum (regardless of power used)
 Pavement Breaker (self-propelled or
 ridden).....
 Pipe Dream.....
 Roller.....
 Saw Concrete.....
 Soil Stabilizer (pump type).....
 Stone Crusher.....

6.45	.25	.20	6.90
"	"	"	"
"	"	"	"
6.95	.25	.20	7.40
6.45	.25	.20	6.90
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"

6.95	.25	.20	7.40
"	"	"	"
"	"	"	"
7.45	.25	.20	7.90
6.95	.25	.20	7.40
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"
"	"	"	"

Date of Request 7/8/70
 Serial Number 16787(11)

Date of Determination 7/10/70

Theodore Robb
 Theodore Robb, Secretary

LIPW-34-4-69
 (Formerly
 LIAS:140-3 Rev.6-70)

A new request for predetermination must
 be made if contract is not awarded within
 120 days from determination date.

PREVAILING WAGE SECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
7TH AND FOREST STREETS
HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION

Hawk Run Ton Engineers in the Building and Construction Industry
 Project Name Exchange Treatment Plant County Clearfield Twp. Morris
 Project No. SL - 117 - 1 & 2 Agency Dept. of Mines & Mineral Industries

Bedford, Blair, Cambria, Cameron, Clarion, Clearfield, Centre, Clinton, Crawford, Elk, Forest, Franklin, Fulton, Huntingdon, Jefferson, McKean, Mifflin, Potter, Somerset, Warren & Venango Counties.	Effective Date <u>6-1-70</u>				Effective Date <u>12-1-70</u>			
	Hourly Rate	H & W	Pen.	Total	Hourly Rate	H & W	Pen.	Total

WEEKLY RATED CLASSIFICATION
SECTION I

Helicopter Hoist Operators (when used for erection purposes).....	7.575	.25	.20	8.025	8.075	.25	.20	8.525
Hi-Lift 4 yds. or over.....	"	"	"	"	"	"	"	"
Hoist-Hod(2 cages up to 10 floors).....	"	"	"	"	"	"	"	"
Hoist-Hod(2 cages over 10 Floors) Class I rate + \$.25.....	7.825	.25	.20	8.275	8.325	.25	.20	8.775
Hoist-Single Cage with Chicago Boom attached.....	7.575	.25	.20	8.025	8.075	.25	.20	8.525
Hoist (50 ft. or over).....	"	"	"	"	"	"	"	"
Hoist (slipform jobs).....	"	"	"	"	"	"	"	"
Hop-to or similar type with 180 degree swing.....	"	"	"	"	"	"	"	"
Hop-to or similar type with 360 degree swing.....	"	"	"	"	"	"	"	"
Kocal.....	"	"	"	"	"	"	"	"
Koehring Scooper.....	"	"	"	"	"	"	"	"
Metro Chip Harvester or similar type....	"	"	"	"	"	"	"	"
Mix Mobile or similar type (with self-loading attachment).....	"	"	"	"	"	"	"	"
Mix Mobile or similar type.....	"	"	"	"	"	"	"	"
Mucking Machine (Tunnel).....	"	"	"	"	"	"	"	"
Multiple Bowl Machines.....	"	"	"	"	"	"	"	"
Pile Driver (sonic or similar type) (when assistance required it will be an oiler or apprentice).....	"	"	"	"	"	"	"	"
Post Driver - Guard Rail (truck mounted)	"	"	"	"	"	"	"	"
Post Driver - Guard Rail (skid Type)....	"	"	"	"	"	"	"	"
Pumpcrete - Mobile or similar type.....	"	"	"	"	"	"	"	"
Quad Nine.....	"	"	"	"	"	"	"	"
Shovels (all types).....	"	"	"	"	"	"	"	"
Slip Form Paver(CMI or similar).....	"	"	"	"	"	"	"	"
Tractors-Boom Mounted(all types).....	"	"	"	"	"	"	"	"
Tractors(all types with hydraulic backhoe attached).....	"	"	"	"	"	"	"	"
Tug Boat.....	"	"	"	"	"	"	"	"
Whirley.....	"	"	"	"	"	"	"	"

Date of Request 7/8/70
 Serial Number 16787(11)

Date of Determination 7/10/70
 A new request for predetermination must be made if contract is not awarded within 120 days form determination date.

Theodore Robb
 Theodore Robb, Secretary

LIPW-32-4-69
 (Formerly
 LIAS:140-1 Rev.6-70)

PREVAILING WAGE SECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
7TH AND FORESTER STREETS
HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION

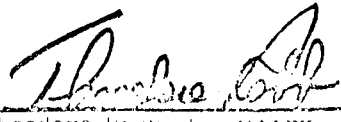
Hawk Run Ion Exchange Engineers in the Building and Construction Industry

Project Name Treatment Plant County CLEARFIELD Twp. Morris
Project No. SI-117-1 & 2 Agency Dept. of Mines & Mineral Industries

	Effective Date <u>6-1-70</u>				Effective Date <u>12-1-70</u>			
	Hourly Rate	H & W	Pen.	Total	Hourly Rate	H & W	Pen.	Total
Bedford, Blair, Cambria, Cameron, Clarion, Clearfield, Centre, Clinton, Crawford, Elk, Forest, Franklin, Fulton, Huntingdon, Jefferson, McKean, Mifflin, Potter, Somerset, Warren & Venango Counties, <u>WEEKLY RATED CLASSIFICATION SECTION I</u>								
Austin-Western or similar type up to 25 ton.....	7.575	.25	.20	8.025	8.075	.25	.20	8.525
Austin-Western or similar type up to 25 ton with jib + \$.25.....	7.825	.25	.20	8.275	8.325	.25	.20	8.775
Austin-Western or similar type 25 ton or over.....	7.575	.25	.20	8.025	8.075	.25	.20	8.525
Austin-Western or similar type 25 ton or over with jib + \$.25.....	7.825	.25	.20	8.275	8.325	.25	.20	8.775
Auto Grader (CMI or similar).....	7.575	.25	.20	8.025	8.075	.25	.20	8.525
Backhoe.....	"	"	"	"	"	"	"	"
Batch Plant.....	"	"	"	"	"	"	"	"
Cableway.....	"	"	"	"	"	"	"	"
Caisson Drill.....	"	"	"	"	"	"	"	"
Central Mix Plant.....	"	"	"	"	"	"	"	"
Cranes(excluding overhead).....	"	"	"	"	"	"	"	"
Cranes(boom or mast 100 ft. or over up to & including 150 ft.+ \$.25).....	7.825	.25	.20	8.275	8.325	.25	.20	8.775
Cranes(boom or mast over 150 ft. up to & including 200 ft.+ \$.50).....	8.075	.25	.20	8.525	8.575	.25	.20	8.925
Cranes(boom or mast over 200 ft. + \$.75).....	8.325	.25	.20	8.775	8.825	.25	.20	9.275
Cranes-Mobile(any type 15 ton or over placed on any bldg. structure + \$.25).....	7.825	.25	.20	8.275	8.325	.25	.20	8.775
Cranes-Tower (mobile).....	7.575	.25	.20	8.025	8.075	.25	.20	8.525
Cranes-Tower (stationary)(climbing type).....	"	"	"	"	"	"	"	"
Crane-Tower (climbing type).....	"	"	"	"	"	"	"	"
Derrick-Traveler(self propelled).....	"	"	"	"	"	"	"	"
Derrick (all types) (when assistance required it will be an oiler or apprentice).....	"	"	"	"	"	"	"	"
Derrick Boats.....	"	"	"	"	"	"	"	"
Dragline.....	"	"	"	"	"	"	"	"
Dredge.....	"	"	"	"	"	"	"	"
Engineer-Lead(receives \$.50 per hr. over Class I rate).....	8.075	.25	.20	8.525	8.575	.25	.20	8.925
Engineer - Maintenance(mechanic daily rated).....	7.575	.25	.20	8.025	8.075	.25	.20	8.525
Engineer - Maintenance(mechanic weekly rated).....	"	"	"	"	"	"	"	"
Franki or similar type Pile Driver....	"	"	"	"	"	"	"	"
Gradall(remote control or otherwise)..	"	"	"	"	"	"	"	"
Helicopter(when used for erection purposes).....	"	"	"	"	"	"	"	"

Date of Request 7/8/70
Serial Number 16787(11)

Date of Determination 7/10/70
A New request for predetermination must be made if contract is not awarded within 120 days from determination date.


Theodore Kobb, Secretary

LIPW-31-4-69
(Formerly
LIAS:140 Rev.6-70)

PREVAILING WAGE SECTION

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
7TH AND FORBSTER STREETS
HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION
BUILDING AND CONSTRUCTION INDUSTRY
LABORERS - TEAMSTERS

Project Name Hawk Run Ion Exchange Treatment Plant County CLEARFIELD Twp. Morris

Project No. SL-117-1 & 2 Agency Dept. of Mines & Mineral Industries

	Effective Date <u>6-1-71</u>				Effective Date _____			
	Hourly Rate	H.&W.	Pen.	Total	Hourly Rate	H.&W.	Pen.	Total
Common Laborer.....	5.38	.20	.20	5.78				
Material Buggy Handler.....	5.38	.20	.20	5.78				
Red Carrier.....	5.38	.20	.20	5.78				
Motor Mixer.....	5.38	.20	.20	5.78				
Scaffold Builder.....	5.38	.20	.20	5.78				
Mechanical Helpers.....	5.38	.20	.20	5.78				
Power Wheelbarrows & Buggies.....	5.38	.20	.20	5.78				
Blaster.....	5.98	.20	.20	6.38				
Wagon Drill Operator.....	5.73	.20	.20	6.13				
Blastor Helper.....	5.38	.20	.20	5.78				
Jack Hammer Man-Concrete Buster.....	5.38	.20	.20	5.78				
Wagon Drill Helper and Drill Runner.....	5.38	.20	.20	5.78				
Plasterer Tenders.....	5.43	.20	.20	5.83				
Pipe Layer.....	5.38	.20	.20	5.78				
Watchmen and Flagmen.....	4.38	.20	.20	4.78				
When working in piers, trenches, open cofferdams and caissons at depth more than ten feet below the lowest adjacent grade, the following rates apply.								
Bottom Man (When working 10 Ft. below lowest adjacent grade).....								
Jack Hammer Man-Concrete Buster.....								
Drill Man.....								

	Effective Date <u>6-1-71</u>				Effective Date _____			
	Hourly Rate	H.&W.	Pen.	Total	Hourly Rate	H.&W.	Pen.	Total
H. & W. \$37.61 Per Mo. Pens. \$ 8.00 Per Wk.								
Warehouseman.....								
Service Truck (pickup, Jeep, Station Wagon Panel Truck, Inc. Fuel & Water Trucks)...	5.46	.235	.20	5.895				
Dump and Flat Top (Inc. Fuel and water Trucks).....	5.46	.235	.20	5.895				
Transit Mix, single axle.....	5.54	.235	.20	5.975				
Transit Mix, Tandem.....								
Distributor Truck (Oil, Tar Asphalt Prods) Two Man operation, Both Men.....								
Distributor Truck (Oil, Tar Asphalt Prods) One Man operation.....								
Heavy Duty Trailer with High Bed, 4 Wheels.....								
Heavy Duty Trailer with Low Bed, 6 to 16 Wheels.....								
Truck With Dolly.....								
Truck with Dump Trailer or Tandem, Incl. Fuel and Water.....	5.54	.235	.20	5.975				
Excldrs or Equivelent.....	5.61	.235	.20	6.045				
Winch Truck.....	5.54	.235	.20	5.975				
Drivers towing equipment off job site.....								
Drivers when helping shall receive drivers' wagon.....								

Date of Request 7/8/70
Serial Number 16787(11)

LIPW-19-4-69
(Formerly
LIAS-137 Rev 1-63)

LD-GC-33

Theodore Cobb
Theodore Cobb, Secretary
Date of Determination 7/10/70
A new request for predetermination must be made if contract is not awarded within 120 days from determination date.
Prevailing Wage Section

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
7TH AND FORSTER STREETS
HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION
BUILDING AND CONSTRUCTION INDUSTRY
LABORERS - TEAMSTERS

Hawk Run Ion Exchange

Project Name Treatment Plant County CLEARFIELD Twp. Morris

Project No. SL-117-1 & 2 Agency Dept. of Mines & Mineral Industries

	Effective Date <u>6-16-69</u>				Effective Date <u>6-16-70</u>			
	Hourly Rate	H.&W.	Pen.	Total	Hourly Rate	H.&W.	Pen.	Total
Common Laborer.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Material Buggy Handler.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Mod Carrier.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Motor Mixer.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Scaffold Builder.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Mechanical Wipers.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Power Wheelbarrows & Buggies.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Blastor.....	4.53	.20	.20	4.98	5.13	.20	.20	5.53
Wagon Drill Operator.....	4.33	.20	.20	4.73	4.88	.20	.20	5.28
Blastor Helper.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Jack Hammer Man-Concrete Buster.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Wagon Drill Helper, and Drill Helper.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Plasterer Tenders.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Pipe Layer.....	3.98	.20	.20	4.38	4.53	.20	.20	4.93
Watchmen and Flagmen.....	2.98	.20	.20	3.38	3.53	.20	.20	3.93
When working in piers, trenches, open cofferdams and caissons at depth more than ten feet below the lowest adjacent grade, the following rates apply.								
Bottom Man (When working 10 Ft. below lowest adjacent grade).....								
Jack Hammer Man-Concrete Buster.....								
Drill Man.....								

TEAMSTERS

H.&W. \$19.41 Per mo. - \$37.61 Per mo. 9/1/69 Effective Date 6-16-69 Effective Date 6-1-70
Pen. \$6.00 Per wk. \$8.00 Per Wk. 9/1/69

	Effective Date <u>6-16-69</u>				Effective Date <u>6-1-70</u>			
	Hourly Rate	H.&W.	Pen.	Total	Hourly Rate	H.&W.	Pen.	Total
Warehouseman.....								
Service Truck (pickup, Jeep, Station Wagon Panel Truck, Inc. Fuel & Water Trucks)...	4.22	.12	.15	4.49	4.72	.235	.20	5.155
Dump and Flat Top (Inc. Fuel and water Trucks).....	4.22	.12	.15	4.49	4.72	.235	.20	5.155
Transit Mix, single axle.....	4.30	.12	.15	4.57	4.80	.235	.20	5.235
Transit Mix, Tandem.....								
Distributor Truck (Oil, Tar Asphalt Prods) Two Man operation, Both Men.....								
Distributor Truck (Oil, Tar Asphalt Prods) One Man operation.....								
Heavy Duty Trailer with High Bed, 4 Wheels.....								
Heavy Duty Trailer with Low Bed, 6 to 16 Wheels.....								
Truck With Dolly.....								
Truck with Dump Trailer or Tandem, Incl. Fuel and Water.....	4.30	.12	.15	4.57	4.80	.235	.20	5.235
Excldrs or Equivelent.....	4.37	.12	.15	4.64	4.87	.235	.20	5.305
Winch Truck.....	4.30	.12	.15	4.57	4.80	.235	.20	5.235
Drivers towing equipment off job site.....								
Drivers when helping shall receive drivers' wagon.....								

Date of Request 7/8/70
Serial Number 16787(11)

LIPw-19-4-69
(Formerly
LIAS-137 Rev 1-63)

1D-GC-34

Theodore Kobb
Theodore Kobb, Secretary
Date of Determination 7/10/70
A new request for predetermination must be made if contract is not awarded within 120 days from determination date.
Prevailing Wage Section

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF LABOR AND INDUSTRY
 7TH AND FORSTER STREETS
 HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION
 Building and Construction Industry
 Apprentice Schedule and Rate

Hawk Run Ion Exchange

Project Name Treatment Plant County CLEARFIELD Twp Morris

Project No. SI-117-1&2 Agency Dept. of Mines & Mineral Industries

The apprentice's hourly rate is by percentage of the journeyman's hourly rate unless otherwise indicated. ~~FRINGE BENEFITS ALSO APPLY TO APPRENTICES~~

CRAFTS	six month Intervals	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th
Bricklayers.....		.55	.60	.65	.70	.75	.80	.86	.92		
Cable Splicers.....											
Carpenters.....		.58	.65	.72	.79	.86	.93				
Cement Masons.....		.50	.60	.70	.80	.90	.95				
Electricians.....	10-6-69	2.70	3.00	3.30	3.60	3.90	4.20	4.50	4.80		
Glaziers.....		.50	.55	.65	.75	.80	.90				
Ironworkers.....		.60	.70	.75	.80	.85	.90				
Lathers.....		.50	.55	.60	.65	.70	.75	.85			
Lead Burners.....											
Linemen.....											
Marble Setters.....											
Painters.....		.50	.60	.70	.80	.90	.90				
Plasterers.....		.50	.60	.70	.80	.90	.95				
Plumbers.....		.50	.55	.60	.65	.70	.75	.80	.85		
Roofers--											
Composition.....											
Slate & Tile.....											
Sheet Metal Workers.....		.50	.55	.60	.65	.70	.75	.80	.85	.90	.95
Soft Floor Layers.....											
Sprinkler Fitters.....											
Steam Fitters.....		.50	.55	.60	.65	.70	.75	.80	.85		
Stone Masons.....		.50	.60	.65	.70	.75	.80	.86	.92		
Stone Setters		.50	.60	.65	.70	.75	.80	.86	.92		
Tile Setters		.50	.60	.65	.70	.75	.80	.86	.92		
Painter-Caulker Cleaner		.50	.60	.65	.70	.75	.80	.86	.92		
Millwright		.55	.60	.65	.70	.75	.80	.85	.90		

Date of Request 7/8/70
 Serial Number 16787(11)
 Date of Determination 7/10/70

Theodore Kobb
 Theodore Kobb
 Secretary

A new request for predetermination must be made if contract is not awarded within 120 days from Determination date. **PREVAILING WAGE SECTION**

The term "apprentice" means a person employed & working under a bona fide apprenticeship program, directly related to the particular craft involved in the construction industry and registered with & approved by the Pennsylvania Apprenticeship & Training Council & whose training & employment are in full compliance with the provisions of the Apprenticeship & Training Act approved July 14, 1961 (Act No. 304); apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with & approved by the Pennsylvania Apprenticeship & Training Council & only apprentices whose training & employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
7TH AND FORSTER STREETS
HARRISBURG

PREVAILING MINIMUM WAGE PREDETERMINATION
Building and Construction Crafts

Hawk Run Ion Exchange

Project Name Treatment Plant County CLEARFIELD Twp. Morris
Project No. SL-117-1-& 2 Agency Dept. of Mines & Mineral Industries

	Effective Date	Hourly Rate	H. & W.	Pen- sion	Vaca- tion	Total	Effective Date	Hourly Rate	H. & W.	Pen- sion	Vaca- tion	Total
Asbestos Workers.....	8-1-69	6.665	.19	.46		7.315						
Boiler Makers.App.01..	6-1-66	5.15	.175	.10	.15	5.575						
Bricklayers.....	7-1-69	5.75				5.75	7-1-70	6.25				6.25
Carpenters.App.02 & 03.	6-1-70	6.70	.27	.27	.27	7.53	6-1-71	7.45	.30	.30	.30	8.38
Caulkers.....	7-1-69	5.75				5.75	7-1-70	6.25				6.25
Cement Finishers.....	6-1-69	6.15	.37	.62		7.14						
Electricians.App.05...	4-7-70	6.60	.30	.20	.50	7.65						
Elevator Constr.....												
Elevator Constr.Tender												
Glaziers.....App.01...	3-1-70	6.20	.22	.32	.33	7.08						
Iron Worker-Ornamental	6-1-69	6.175	.21	.19		6.575						
Iron Worker-Structural	6-1-69	6.175	.21	.19		6.575						
Iron Worker-Rodmen....	6-1-69	6.175	.21	.19		6.575						
Iron Worker-Rigger....	6-1-69	6.175	.21	.19		6.575						
Lathers.....	1-1-64	4.00		.10		4.10						
Marble Cutters & Set..												
Masons' Tenders.....												
Millwright APP 03-04	6-1-70	6.95	.28	.24		7.50	6-1-71	7.85	.31	.27		8.47
Painters - Brush.....	7-1-68	4.35				4.35						
Painters - Spray.....	7-1-68	5.10				5.10						
Paper Hanger.....												
Pile Driver.....	6-1-70	7.30	.29	.365		7.955	12-1-70	7.90	.32	.395		8.615
Plasters.....	6-1-69	6.15	.37	.62		7.14						
Plasters' Tenders.....												
Plumbers.....	6-1-70	6.50	.25	.25		7.00	12-1-70	7.00	.25	.25		7.50
Pointers.....	7-1-69	5.75				5.75	7-1-70	6.25				6.25
Roofers-Composition...	12-1-69	6.65	.175	.20		7.025						
Roofers-Shingle.....	12-1-69	6.65	.175	.20		7.025						
Roofers-Slate & Tile..	12-1-69	6.65	.175	.20		7.025						
Sheet Metal Workers...	7-1-69	6.73	.25	.40		7.38						
Sprinkler Fitters.....												
Steam Fitters.....	6-1-70	6.50	.25	.25		7.00	12-1-70	7.00	.25	.25		7.50
Stone Cutters.....	7-1-69	5.75				5.75	7-1-70	6.25				6.25
Terrazzo & Mosaic Wkr.	7-1-69	5.75				5.75	7-1-70	6.25				6.25
Tile Setters.....	7-1-69	5.75				5.75	7-1-70	6.25				6.25
Waterproofers & Clers.	12-1-69	6.65	.175	.20		7.025						
.Stone.Mason.....	7-1-69	5.75				5.75	7-1-70	6.25				6.25
.....												
.....												
.....												

Date of Request 7/8/70

Serial Number 16787(11)

Theodore Hoff

Theodore Hoff Secretary

Date of Determination 7/10/70
A new request for predetermination must be made if contract is not awarded within 120 days from determination Date.

LIPW-1-4-69
(Formerly LIAS-125 REV. 1-63)

PREVAILING WAGE SECTION

Section 1E
Special Conditions
SPECIAL CONDITIONS INDEX

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SP - 5	Testing of Equipment	1E-SC-2
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SP - 19	Instruction of Commonwealth Employees	1E-SC-7

NOTE: Only the above sections which are applicable to this contract shall be binding. Example: If there is no welding to be done during the execution of the contract section SP-12 shall not apply. Sections SP-1, SP-2, SP-3, SP-9, SP-13, SP-15, SP-16, & SP-18 shall apply to all contracts. REV.

5/21/68

SPECIAL CONDITIONS

SP - 1 OFFICE FOR CONTRACTOR

- 1.1 The Contractor shall provide and maintain at his own cost and expense suitable office on the premises for Contractor's use, where directed, with table or shelf desk and suitable provision for the storage of drawings. He shall provide and maintain heating facilities and supply fuel for same in cold weather and shall remove office from premises at completion of all work. Mobiletype office will be acceptable.

SP - 2 STORAGE FACILITIES

- 2.1 The Contractor shall at his own cost and expense, provide upon the premises, where directed by the Dept. and maintain and remove when directed, suitable substantial watertight storage facilities in which he shall store all materials which might be damaged by the weather. All storage facilities shall be of sufficient size to hold all the materials required on the site at one time and shall have floors raised at least six (6) inches above the ground on heavy joists or sleepers. Contractor shall not store any materials in any existing building or beyond the Limits of Contract Operations as defined on the drawings without specific approval.

SP - 3 PHOTOGRAPHS

- 3.1 The Contractor, at his own cost and expense, shall furnish not less than two (2) panoramic views of the building showing the progress of the work each month and at the final completion of the total project. Photographs shall be eight (8) inches by ten (10) inches, glossy prints unmounted. Two (2) copies of each photograph shall be delivered to the Inspector, who will forward them as per his instructions.

SP - 4 HOISTS, DERRICKS, TEMPORARY LADDERS, SCAFFOLDING

- 4.1 The Contractor shall supply and assemble, erect and move into proper location all derricks, hoists, lifting apparatus, and similar equipment necessary for the execution and installation of his work in place in the building construction.

- 4.2 Hoists, derricks and other lifting apparatus shall be equipped with safety devices required by law and shall be maintained until no longer required. All such equipment shall be so placed as to not interfere with or damage the work of any trade.
- 4.3 The Contractor shall furnish, at his own cost and expense, all scaffolding, trestles, ladders, and platforms, and all other equipment required for the execution of the work under this contract.

SP - 5 TESTING OF EQUIPMENT

- 5.1 After any equipment furnished under the contract and any permanent heating, ventilating, plumbing, drainage, or electrical systems and equipment have been installed, it shall be the responsibility of the Contractor to operate it for a satisfactory period of time as required by the Dept. for proper testing and instruction the operating personnel. Fuel, electricity, and water required for proper testing of permanent equipment and for the period of instruction personnel, shall be supplied at the expense of the Contractor.

SP - 6 IDENTIFICATION OF EQUIPMENT

- 6.1 All prefabricated or assembled items of operational equipment, including all mechanical and electrical equipment regardless of type or size, which is furnished as a part of the construction, shall be identified by approved metal name plates or tags stamped "(M & M) 1968". Name plates or tags shall be supplied by the Contractor.
- 6.2 Name plates or tags are to be aluminum, not less than 2-1/2 inch x 3/4 inch with black enamel background and etched or embossed natural aluminum lettering, designating the equipment and its number, securely affixed to each individual piece of equipment and to the controls for the equipment.

SP - 7 FOUNDATIONS FOR MECHANICAL EQUIPMENT

- 7.1 The attention of the Contractor is specifically directed to the details and dimensions shown on the drawings for the mechanical equipment. These foundation details and dimensions, while being suitable for equipment of certain manu-

factures, will not necessarily be suitable for equipment of all manufactures. In the event a foundation other than that detailed is required, same shall be the responsibility of the Contractor at no additional compensation.

SP - 8 TEMPORARY SERVICES DURING CONSTRUCTION

- 8.1 The Contractor shall, at his own cost and expense, install, operate, protect, and maintain the respective temporary services as hereinafter specified during the construction period of the entire project. These temporary material hoists, sanitary facilities, access roads, and any other services as may be stipulated in the "General Conditions". "Special Conditions/Requirements", and/or the specifications.
- 8.2 The Contractor shall pay all costs for water, electric power, and fuel required for the operation of temporary services.
- 8.3 Temporary connections to new and/or existing permanent service lines, shall be made at locations as directed by the Department, and when the temporary service lines are no longer required, they shall be removed by the Contractor. Any part or parts of the permanent service lines, grounds, and buildings, disturbed and damaged by the installation and/or removal of the temporary service lines shall be restored to their original condition by the Contractor.
- 8.4 If the Contractor fails to carry out his responsibility in supplying temporary services as set forth in this contract, he shall be held responsible for such failure and the Department shall have the right to take such action as it deems proper for the protection and conduct of the work and shall deduct the cost involved from the amount due the Contractor.

SP - 9 SANITARY FACILITIES

- 9.1 The Contractor shall at his own expense build, operate, protect and maintain in a clean and sanitary condition, adequate sanitary facilities as approved by the Department. All facilities shall be fully enclosed buildings, screened against insects. The Contractor shall dismantle and remove these facilities and leave premises

clean and shall clean out pits and disinfect as required.

SP - 10 TEMPORARY WATER SUPPLY

10.1 The Contractor shall, at his own cost and expense, install, operate, protect and maintain an adequate water supply during the period of construction.

SP - 11 CONSTRUCTION LIGHT AND POWER

11.1 The Contractor shall, at his own cost and expense, install, operate, protect and maintain the temporary service for construction light and power.

11.2 The Contractor shall furnish this service within fifteen (15) days after receipt of notice from the Department. The service shall be not less than 60 amp., 3 wire 110/220 volts with fused safety switch protection as required.

11.3 The Contractor shall extend said line to provide adequate light and power, to the satisfaction of the Department, for the proper conduct of the work. The Contractor shall also provide singlephase 220-volt power service if required. As the construction progresses, he shall extend the temporary services to all areas where required. The maximum size motor to be used at any power service shall be limited to five (5) HP.

11.4 Where a service of a type other than that as herein mentioned is required, the Contractor shall provide such service and necessary equipment at his own expense.

SP - 12 WELDING

12.1 All electric power for arc welding on the site of the project shall be supplied by the Contractor, at his own cost and expense, who shall use selfcontained engine generating units for producing such power.

SP - 13 CLEAN-UP

13.1 Besides the general broom cleaning, the Contractor, at his own cost and expense, shall do the following special cleaning for all trades before the final completion of the work;

- (a) Clean and polish all. finishing hardware.
- (b) Clean all fixtures and equipment installed under this project.
- (c) Clean property of all debris and dirt.

13.2 In addition to final. general cleaning, the Contractor shall be responsible, at his own cost and expense, for the necessary periodic cleaning of the building and the premises of the project. He shall periodically remove refuse of any kind regardless of by whom such refuse may have been left. All such refuse shall be removed from the project site.

SP - 14 PROTECTION AND SAFETY REQUIREMENTS DURING CONSTRUCTION

- 14.1 All construction areas and barricade limits as shown on the drawing shall be confined by adequate fencing with gates. Fencing shall be standard picket "snow fence" not less than four feet (4'0") in height and conforming to Department of Highways Specifications; fencing shall be supported and attached to three (3) inch by four (4) inch wood posts securely anchored in the ground, with a two (2) inch by three (3) inch top rail, 6 inches below top of fence.
- 14.2 All open ditches shall be fenced in. Where walks cross such ditches, bridged walkways must be provided with handrails on both sides. Bridged walkways must be adequately lighted at night.
- 14.3 Walks and roadways used by both the Contractor and the public and all parking areas adjacent to the projects shall be kept in repair, and cleaned by the Contractor at least once each day and more often as conditions require.
- 14.4 All temporary construction sheds, trailers and flammable liquid storage areas belonging to the Contractor shall be so placed on the construction sites as to minimize any danger to property and the public.

SP - 15 EXISTING UTILITIES

- 15.1 The Contractor shall check the location of existing utilities required to remain in place, either overhead or underground, and take all necessary precautions to prevent injury or damage during the performance of the contract and shall be responsible for any and all damages thereto.

SP - 16 VISIT TO SITE

- 16.1 All bidders before submitting proposals shall visit the site of the proposed construction and thoroughly familiarize themselves with the existing conditions. Should any discrepancies occur between the existing conditions and the drawings and specifications, they shall be reported to the Department for clarification before the bids are sent in. Failure- of the Contractor to visit the site and recognize, take into account, and include in his bid, site conditions not indicated on the drawings, that will affect his work, shall not be considered cause for increase in contract cost.

SP - 17 SHOP DRAWINGS

- 17.1 Shop drawings hereinafter required, shall be submitted by the Contractor to the Department for final approval. Nine (9) sets shall be submitted and approvals obtained before any work for which such drawings are required has started.
- 17.2 If the shop drawings show variations from the contract requirements because of standard shop practice or other reason, the Contractor shall make specific mention of such variations in his letter of submission in order that (if acceptable) suitable action may be taken for proper adjustment in contract, otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract even though the shop drawings have been approved.
- 17.3 The approval of shop drawings will be general and shall not relieve the Contractor from the responsibility for proper fitting and construction of the work nor from furnishing materials and work required by the Contractor which may not be indicated on the shop drawings when approved.
- 17.4 The approval of shop drawings shall not be construed as approving departure from full size drawings furnished to the Contractor.
- 17.5 Each submission of shop drawings must be accompanied by a letter of transmittal giving a list of the number of the drawings. All drawings must be marked

with the name of the building and name of the Contractor and be numbered consecutively. All drawings must be complete in every respect and bound in sets when submitted. At least ten (10) days shall be allowed by the Contractor for the transmission of. shop drawings.

SP - 18 AS-BUILT DRAWINGS

- 18.1 When all field work has been completed and before final inspection, Contractor shall deliver to the District Supervisor a complete set of drawings, all properly and clearly marked in colored pencil, to show all. changes made in the original contract drawings, and to represent the work as built.
- 18.2 The inspection will subsequently turn over this as-built data to the Department, who will transfer all data to the original tracings.

SP - 19 INSTRUCTION OF COMMONWEALTH EMPLOYEES

- 19.1 The Contractor shall. furnish without additional expense to the Commonwealth, the services of competent instructors, who will give full instruction in the care, adjustment and operation of all parts of the mechanical and electrical equipment to the-Commonwealth employees who are to have charge of the equipment.
- 19.2 Each instructor shall be thoroughly familiar with all. parts of the installation on which he is to give instruction and shall be trained in. operating theory as well as in practical operation and maintenance work.
- 19.3 Instruction shall be given during the regular work week after all work has been completed including operation tests. The number of mandays (eight hour) of instruction furnished for each system shall be specified in other sections of this specification. Where more than four man-days of instruction are specified for a system, approximately half of the time shall be used for instruction at the equipment. Where significant changes or modifications in equipment are made under the terms of the guarantee, additional instructions shall be provided as may be necessary to acquaint the operating personnel with the changes or modifications.

Section 1F

Scope of Work and Contract Drawings

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DIVISION 1

SECTION 1F

SCOPE OF WORK AND CONTRACT DRAWINGS

1.0 SCOPE

This Specification includes all Work to be performed for Site Work, Foundations and Buildings; Furnishing and Installation, testing and start-up of Process Equipment and accessories.

The plant will utilize an ion exchange process developed by Rohm and Haas Company, Philadelphia, designated as the "Modified Desal Process" to remove mineral acidity. Subsequent treatment steps consisting of aeration, softening and filtration will remove iron, other metals and hardness and produce water meeting the U. S. Public Health Service standards for drinking water.

The proposed plant will have a minimum capacity of 500,000 gallons per day when supplied with water of the design composition and operated in accordance with standard ion exchange procedures.

The Work under Contract No. SL 117-1 shall include all Architectural and Structural work and the furnishing and installation of all Mechanical Equipment, including electric motor drives furnished as part of Mechanical Equipment and electric primary instrumentation and control devices installed on Mechanical Equipment.

The Work under Contract No. SL-117-2 shall include the furnishing and installation of all other Electric Equipment and the Wiring and Connection of all mechanical and instrumentation equipment to starters, controls, or other devices required for a complete installation.

2.0 EXCEPTIONS

The process equipment and systems indicated on the drawings and specified herein are based on minimum acceptable requirements. If Bidder elects to substitute process equipment and system changes other than those specified it shall, with its bid, state all exceptions and changes requested.

Such changes, if approved by Engineer, shall be at no additional cost to Owner. Owner and Engineer reserve the right to reject any bid as being nonresponsive if bidder does not comply with requirements noted above.

3.0 DRAWINGS

The following drawings are a component part of this Specification.

<u>Burns and Roe</u> <u>Drawing Number</u>	<u>Title</u>
2001	Flow Diagram - Water Treatment System
2002	Flow Diagram - Chemical Support System
2003	Flow Diagram - Miscellaneous Services
2004	Flow Diagram - Heating, Ventilating and Air Conditioning
2005	General Arrangement
2100	Process Piping Plans and Sections
2101	Process Piping Sections and Details
2102	Yard Piping - Plans and Sections
2103	Yard Piping - Plans and Sections
2104	Plumbing, Floor Drains and Miscellaneous Systems
2105	Heating, Ventilating and Air Conditioning
2106	Tank and Miscellaneous Details
2107	Tank and Miscellaneous Details
2108	Plant Instrumentation
2109	Plant Instrumentation - Legend and Details
3002	Elementary Wiring Diagrams
3003	Elementary Wiring Diagrams

Burns and Roe
Drawing Number

Title

3051	One Line Diagram
3100	Power and Grounding Plan
3101	Lighting Plan and Details
3102	Electrical Site Plan
3103	Pump House Lighting, Conduit and Grounding
4001	Property Survey Map
4002	Plot and Grading Plan
4004	Platforms, Building and Inside Equipment Foundations
4005	Outside Equipment Foundations
4006	Access Road
4007	Inside Equipment Foundations
4008	Pump House and Equipment Foundations
4009	Yard Piping
4150	Cover Sheet and Drawing Index
4151	Elevations
4152	Floor Plan, Section and Schedules
4153	Sections and Miscellaneous Details
4154	Pump House; Plan, Elevations and Sections