

# PROJECT BID MANUAL

## SCHUYLKILL RIVER TRAIL SCHUYLKILL BANKS LIGHTING PROJECT

Philadelphia, PA

SRDC PROJECT No. SBLP-001

SCHUYLKILL RIVER DEVELOPMENT CORPORATION



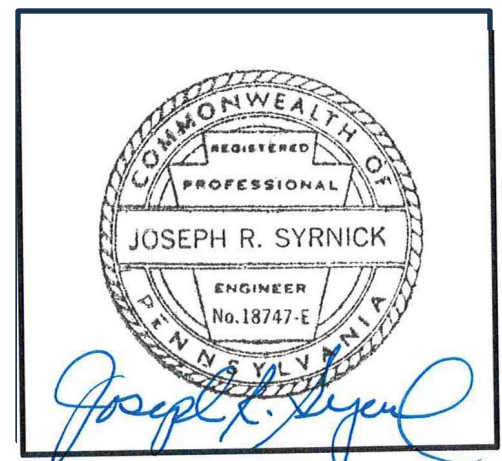
**Bids will be accepted until: 4 pm, May 14<sup>th</sup>, 2025**

by hard copy to:

Schuylkill River Development Corporation Office  
2401 Walnut Street, Suite 603  
Philadelphia, PA 19103  
Attn: Danielle Whitesel

Or by email to:

[Danielle.Whitesel@srdc.net](mailto:Danielle.Whitesel@srdc.net)



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conclusion of each work day. This is to protect the public from an unsafe construction area and to secure and protect the contractor's work, equipment, and materials

- 1.7 Project Housekeeping.** The project area must be kept free and clear of debris. Unneeded, removed, or scrap material must be removed from the site daily. Paved areas must be kept broom clean, and grass areas shall be raked clean on a daily basis.
- 1.8 Permits & License Agreement.** The contractor is required to obtain a Philadelphia Parks and Recreation (PPR) permit for this work before beginning operations. SRDC is willing to assist with obtaining the permit if needed. There is no charge for the PPR permit but PPR requires liability insurance covering the City as an additional insured. This insurance is already a requirement of the contract. The PPR permit requirement is considered incidental to the contract.
- 1.9 Access to Site.** The contractor is advised that access to the work site is constrained by the physical presence of the river, the CSX railroad, and a well-traveled trail. The trail and greenway must be kept open during construction, and the contractor must take proper safety measures to ensure the safety of the people using the trail and greenway.
- 1.10 Construction Vehicles Only.** Only vehicles actually being used for the construction work are permitted on the trail and greenway. Commuter vehicles must be parked off-site.
- 1.11 Repair of Damage.** Contractor, as incidental to this contract, is responsible for any damages to the existing trail and/or infrastructure resulting from this work. Damaged areas must be restored to pre-construction conditions.
- 1.12 Performance of Work.** The prime contractor is required to perform at least 50% of the work with his/her own forces.
- 1.13 Payment.** The construction contract will be with SRDC. Invoices based upon work completed by pay item may be submitted on a bi-weekly basis. Invoices should use the same format as the bid proposal sheets, listing the quantities that have been completed by pay item up to the date of the invoice. Use of the Application and Certification for Payment form (AIA Document G702 or similar) is preferred. Assuming that the work is proceeding satisfactorily and the invoice is accurate, invoices will be paid within 21 days.

Contractor shall be aware that 10% of each invoice amount will be held by SRDC as retainage, up until 50% of the work under the contract is completed. At that point, no further retainage will be held. The final retained amount (5% of the contract total) will be released upon completion and final acceptance of the contract work and requirements.

- 1.14 Payment to Subcontractors.** The prime contractor must pay subcontractors for satisfactorily completed work within two weeks of receiving payment from SRDC. Depending on his agreement with the subcontractors, the prime contractor may withhold corresponding retainage in payment to subcontractors until SRDC releases such retainage. Upon release, retainage must be paid to subcontractors within two weeks.
- 1.15 Payroll Certifications.** Prevailing wage must be paid on this project. Certified payroll registers must be provided on a regular basis on Commonwealth of PA forms. The first and last certified payrolls shall be notarized. The final certified payroll shall also be identified as final.
- 1.16 Contract Provisions.** As this work is covered, in part, by grant funding, there are provisions/requirements that must be adhered to during the course of work. These provisions will become part of the contract. Copies of these requirements are attached and include:

- Appendix A – Pennsylvania Prevailing Wage Act
- Appendix B – Contractor Responsibility and Offset Provision
- Appendix C – Grantee/Contractor Integrity Provisions
- Appendix D – Nondiscrimination/Sexual Harassment Clause
- Appendix E – Right-to-Know Law
- Appendix F – Public Works Employment Verification Form
- Appendix G – Americans with Disabilities Act
- Appendix H – Workers Protection and Investment

For purposes of these provisions, the term GRANTEE shall be understood to mean CONTRACTOR; the terms DEPARTMENT or COMMONWEALTH shall be understood to mean SRDC.

The contractor shall also comply with the Federal Occupational Safety & Health Act of 1970 (O.S.H.A), Pennsylvania Act 287, as amended by Act 181 of 2006.

## **PART 2: BID ADVERTISEMENT & EVALUATION**

- 2.1 Pre-Bid Site Visit.** Contractors are advised and strongly encouraged to visit the project site before quoting on this project to view and assess the project scope, site conditions and limitations. SRDC would be pleased to escort contractors on this site visit and answer any questions about the project. To make arrangements for such a visit, call or email Joseph Syrnick: 215-309-5523, extension 102 (office); 215-964-4179 (mobile); Joseph.syrnick@srdc.net (email).
- 2.2 Pre-Bid Visit.** There will be no pre-bid meeting for this project, but as discussed above, prospective bidders are strongly encouraged to assess site conditions and access restrictions. SRDC is available to accompany bidders during this site visit if requested. To make arrangements for such a visit, call or email Joseph Syrnick: 215-309-5523, extension 102.
- 2.3 Bid Format.** The bid format will be based on **Unit Prices and Lump Sum prices** with a specified Total Bid Amount. The Total Bid Amount is intended to cover all elements of the project as described in the Bid Manual, including the contractor's project management and supervision. The Bid Proposal Sheets provided are to be completed by the Bidder and submitted as part of the Bid.
- 2.4 Bid Submission.** Bids are due by **4 pm on May 14, 2025**. There will be no public bid opening. Bids may be submitted to SRDC as a hard copy (mailed or hand-delivered) to SRDC's office, 2401 Walnut St. Suite 603, Philadelphia, PA 19103, or by email to Danielle Whitesel at [Danielle.Whitesel@srdc.net](mailto:Danielle.Whitesel@srdc.net).
- 2.5 Proposal Form.** It is the contractor's responsibility to ensure delivery of the proper documents to SRDC by the prescribed deadline. Any questions related to this bid advertisement shall be submitted in writing via email to [Joseph.Syrnick@srdc.net](mailto:Joseph.Syrnick@srdc.net) by **Tuesday, May 6, 2025**. Responses will be posted to SRDC's website within **3 calendar days** from this due date.

**2.6 Bid Evaluation.** SRDC will evaluate the bids received and reserves the right to award the project to the bidder that best meets the Corporation's needs. SRDC reserves the right to contact the bidders after bid opening to clarify any aspect of the bid, but no re-working or revision of the bid price will be considered or expected.

Cost (bid quotation) is an important consideration of award, but is not the only consideration. The contractor's approach to the work and proposed scheduling of work may affect contractor selection. Should you wish to include a statement of your qualification and/or references, you may do so with your bid (one page only, please). This is optional.

SRDC reserves the right to reject any and all bids.

**2.7 Addendums.** SRDC reserves the right to issue Addenda to the Contract Documents at any point during the bidding or construction periods to clarify, revise, or supersede information in the Specifications, Drawings, and/or previously issued Addenda. Portions of the Addenda affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement. In this regard, contractors who pick up bid documents should notify Joseph Syrnick at [joseph.syrnick@srdc.net](mailto:joseph.syrnick@srdc.net) in case we need to issue addends or project clarifications, or other information. If we do not know that you have picked up bid documents, we do not know to send you this information.

**DETAILED BID PROPOSAL FORM**

**Schuylkill River Development Corporation  
Schuylkill River Trail – Schuylkill Banks Lighting Project  
SRDC Project No. SBLP - 001**

Item No.	QTY	Item Description	Unit Price	Extension
1	9 each	Installation of lighting units	\$ _____	\$ _____
2	14 each	Remove old poles and lower or remove existing foundations.	\$ _____	\$ _____
3	5 each	Salvage of reusable lighting poles and fixtures, and delivery to shed storage	\$ _____	\$ _____
4	8 each	Relocate existing small signage to new poles	\$ _____	\$ _____
5	4 each	Relocation of SB logo signs to new poles	\$ _____	\$ _____
6	1	Take delivery of lighting units	L.S.	\$ _____
7	1	Marking of irrigation heads	allowance	\$600.00
8	1	Re-establish the hard-wired trail/ramp lighting system between Chestnut Street and Market Street, and convert individual figures to LED	L.S.	\$ _____
9	10 each	Convert existing HPS fixtures North of Market Street to LED	\$ _____	\$ _____
10	1	Relighting of 9/11 Memorial accent lights	L.S.	\$ _____
<b>Total Amount of Bid</b>				<b>\$ _____</b>

**BID PROPOSAL FORM**

SRDC PROJECT NO. SBLP - 001

PROJECT TITLE: **Schuylkill River Trail – Schuylkill Banks Lighting Project**

TO: SCHUYLKILL RIVER DEVELOPMENT CORPORATION  
2401 WALNUT STREET, SUITE 603  
PHILADELPHIA, PA 19103  
ATTENTION: Danielle Whitesel- Danielle.Whitesel@srdc.net

BID SUBMISSION DATE: **May 14, 2025.**

A. I/We, the undersigned Bidder hereby agree, that if this Proposal is accepted, to enter into a contract with the Schuylkill River Development Corporation (SRDC), to provide all project mobilization, labor, materials, tools, equipment, supervision and services necessary to perform and complete the work required for the General Construction improvements of the above referenced Project as defined in and in accordance with the Contract Documents.

B. PROJECT SCHEDULE

Work on this project is to be completed by **September 1, 2025**. Completion of the project earlier than this date is desirable, although no monetary bonus will be awarded. However, a scheduled early completion could affect contractor selection.

Our expectant start date for this project is \_\_\_\_\_. The project duration is expected to be \_\_\_\_\_ calendar days.

C. PERFORMANCE OF THE WORK BY CONTRACTOR:

I, the undersigned Bidder, shall perform on the site and with my own organization at least fifty percent (50%) of the total amount of work to be performed under this Contract.

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- D. I certify that I have received, read and understand the contract documents (drawings and bid manual), including answers/clarifications from any questions posed and answered, and all addenda, and have a "complete" understanding of the project.
- E. I certify that I have the required insurance and can provide acceptable insurance certificates if I am the successful bidder.
- F. BID

Our bid for this project is:

Total Amount of Bid \$ \_\_\_\_\_

Note that **the Detailed – Bid Proposal Form** must also be completed, and total amounts must match.

***Note: This signed Bid Proposal Form (3 pages), the Bid Proposal Sheets (1 page), the signed Certification Page, and acknowledgement sheets from any Addenda (if applicable) must be returned to SRDC to be considered a complete bid proposal.***

*The remainder of this page is intentionally left blank.*

IF BIDDER IS AN INDIVIDUAL OR PARTNERSHIP, FORM MUST BE DATED AND SIGNED HERE

This \_\_\_\_\_ Day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Signature of Owner or Partner

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Type of Print Name and Title

\_\_\_\_\_  
Address, including Zip Code

\_\_\_\_\_  
Telephone Number

IF BID IS BY A CORPORATION, THIS FORM MUST BE DATED AND SIGNED HERE BY A) THE PRESIDENT OR VICE PRESIDENT AND B) COUNTERSIGNED BY THE SECRETARY, ASSISTANT SECRETARY, TREASURER, OR ASSISTANT TREASURER AND THE CORPORATE SEAL SHALL BE AFFIXED. IF THIS FORM IS NOT SO SIGNED, A DULY CERTIFIED CORPORATE RESOLUTION AUTHORIZING FORM OR EXECUTION USED MUST BE ATTACHED TO THE BID EXECUTED BY THE DULY CERTIFIED INDIVIDUAL.

This \_\_\_\_\_ Day of \_\_\_\_\_, 2025

Corporate Seal

\_\_\_\_\_  
Corporate or Business Name of Bidder

\_\_\_\_\_  
Address, Including Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Type or Print Name and Title

**Federal Employer Identification Number:**  
\_\_\_\_\_

## ITEM DESCRIPTIONS

**Item No. 1. Installation of Solar Lighting Units.** This item is the installation of lighting poles, mounting arms, LED lights, photovoltaic module (solar panel), and smart storage and management system (collectively, the lighting unit) in accordance with the manufacturer's instructions and drawings collectively contained in this bid package. Work includes everything necessary to properly install the complete lighting unit, including but not limited to the concrete foundation, excavation, and backfill specified.  
Measurement unit: each.

**Item No. 2. Removal of Old Poles and Fixtures.** This item is the removal and disposal of the old path lighting fixtures (poles and luminaries) and the removal or lowering of the existing foundations. Foundations can be removed or chipped down to 4" below grade.  
Measurement unit: each.

**Item No. 3. Salvage of Old Poles and Fixtures.** This work is to dismantle reusable lighting poles and fixtures and deliver them in good condition to an SRDC storage shed in the vicinity of 49<sup>th</sup> Street and Botanic Avenue, Philadelphia, PA 19143, and the removal or lowering of the existing foundations. Foundations can be removed or chipped down to 4" below grade.  
Measurement unit: each.

**Item No. 4. Relocation of Small Signs.** This work is to relocate existing small, miscellaneous signs from old light poles to new light poles as directed by the Engineer.  
Measurement unit: each.

**Item No. 5. Relocation of Schuylkill Banks Logo Signs.** This work is to relocate existing Schuylkill Banks logo signs (leaf and water droplet) from old poles to new light poles as directed by the Engineer. The lowest part of the logo sign panel is to be 10 ft off the ground surface.  
Measurement unit: each.

**Item No. 6. Take Delivery of Lighting Units.** This work involves accepting delivery of solar lighting units (purchased by others), storing such units until needed, and delivering them to the work site for installation under this contract.  
Measurement unit: lump sum.

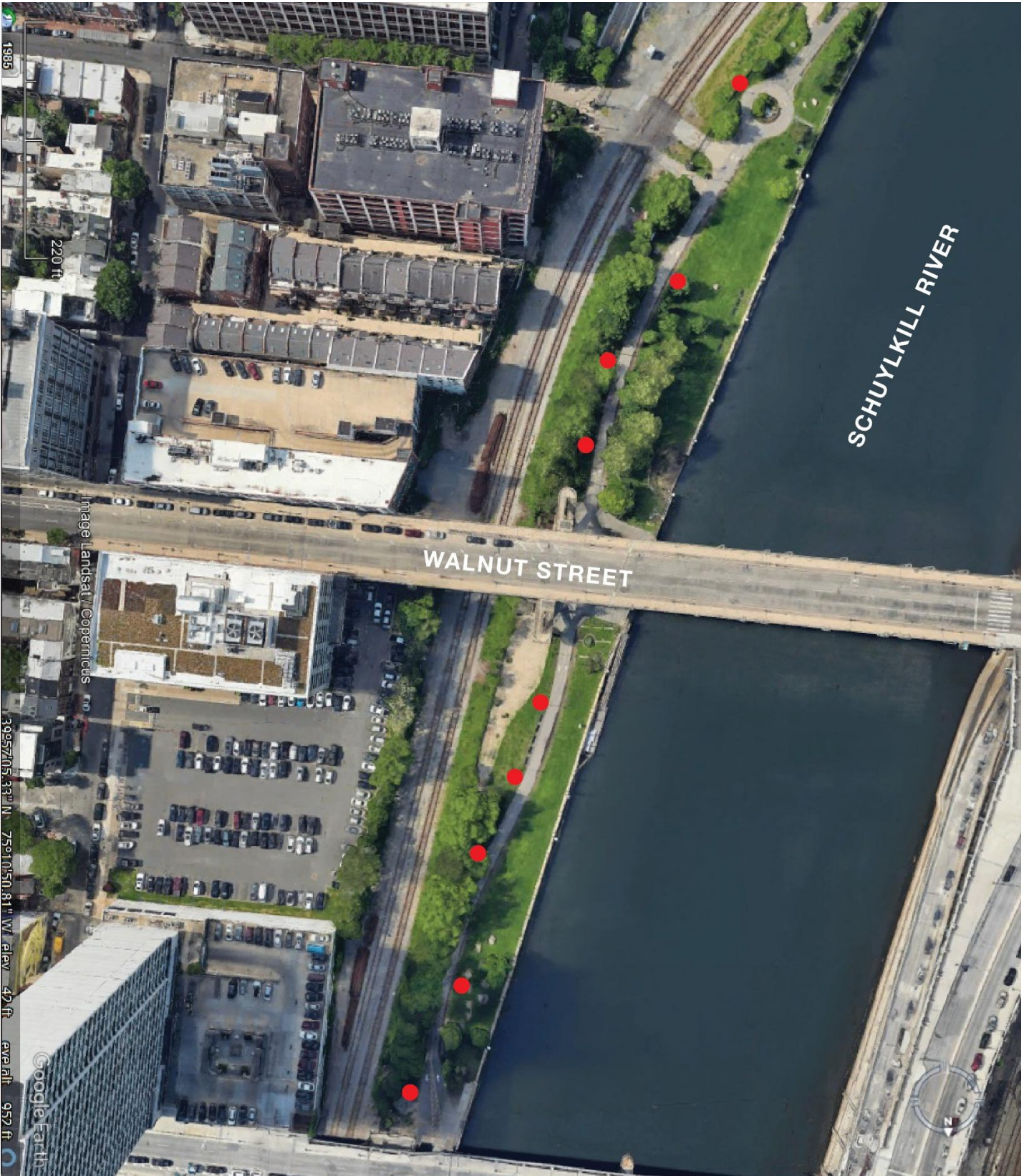
**Item No. 7. Mark Irrigation Lines.** This is an allowance to fund marking of irrigation heads by the City's irrigation vendor, Green Estates. Contractor is to arrange to have heads marked by Green Estates so as to locate them and not damage them by the pole installation operations. Contractor may invoice for the actual amount paid to Green Estates, without markup. Green Estates can be reached at 215-725-3666. Contractor is responsible for fixing damaged heads at his sole expense.  
Measurement unit: allowance.

**Item No. 8. Relighting of System between Chestnut Street and Market Street.** This item is the re-establishment of the hard-wired trail/ramps lighting system between Chestnut Street and Market Street. Work is to include connection to a new power source on the Chestnut Street bridge and conversion of the 32 individual lighting fixtures to LED. See ZLED catalog cut for replacement lamp.  
Measurement unit: lump sum.

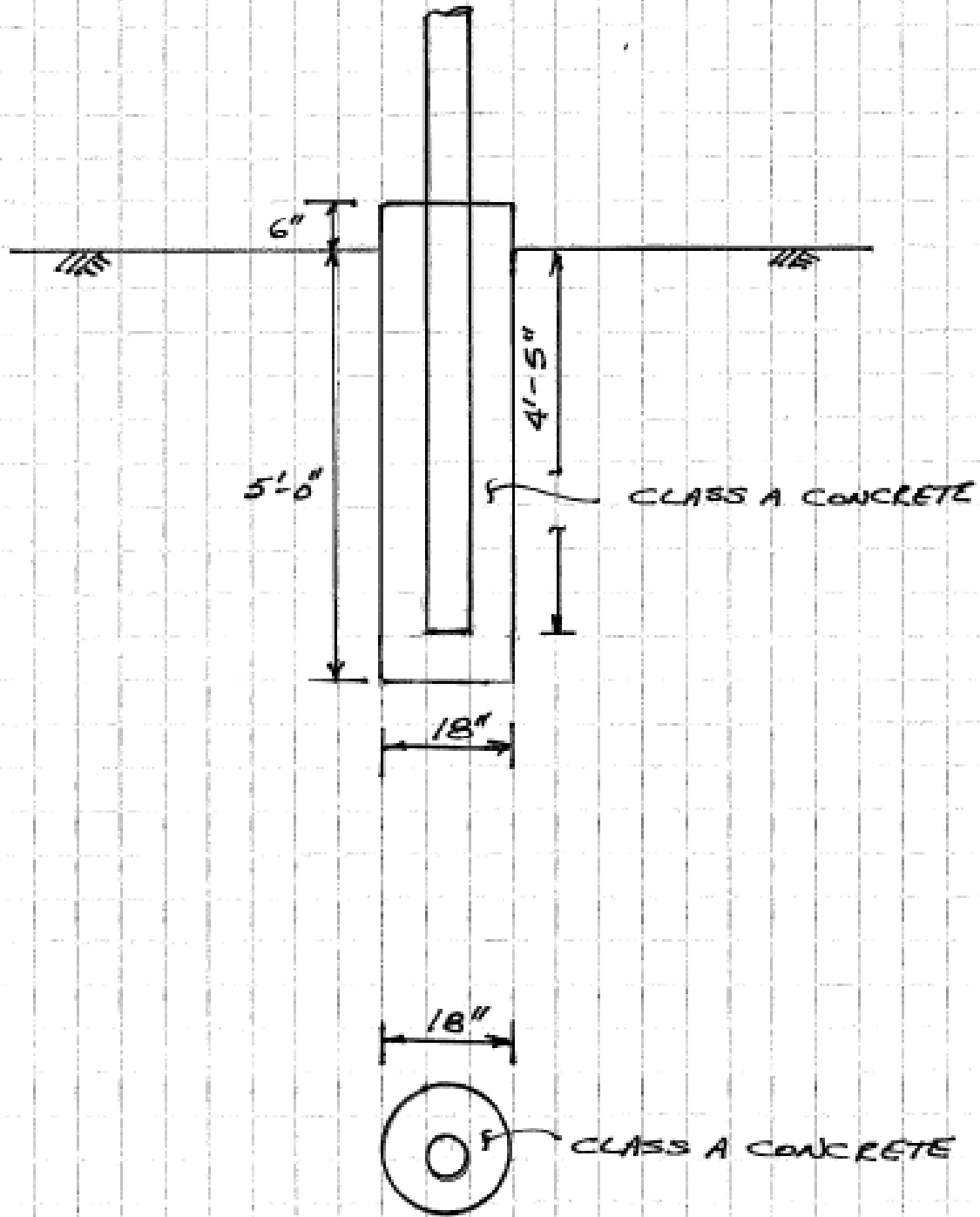
**Item No. 9. LED Conversions.** This item is to convert existing HPS fixtures north of Market Street to LED. See ZLED catalog cut for replacement lamp.  
Measurement unit: each.

**Item No. 10. Relighting of 9/11 Memorial Accent Lights.** This work is to re-establish a hard-wire service connection from the Chestnut Street bridge to the three lighting fixtures (2 pole-mounted, 1 surface-mounted), providing accent lighting to the 9/11 Memorial.  
Measurement Unit: lump sum.

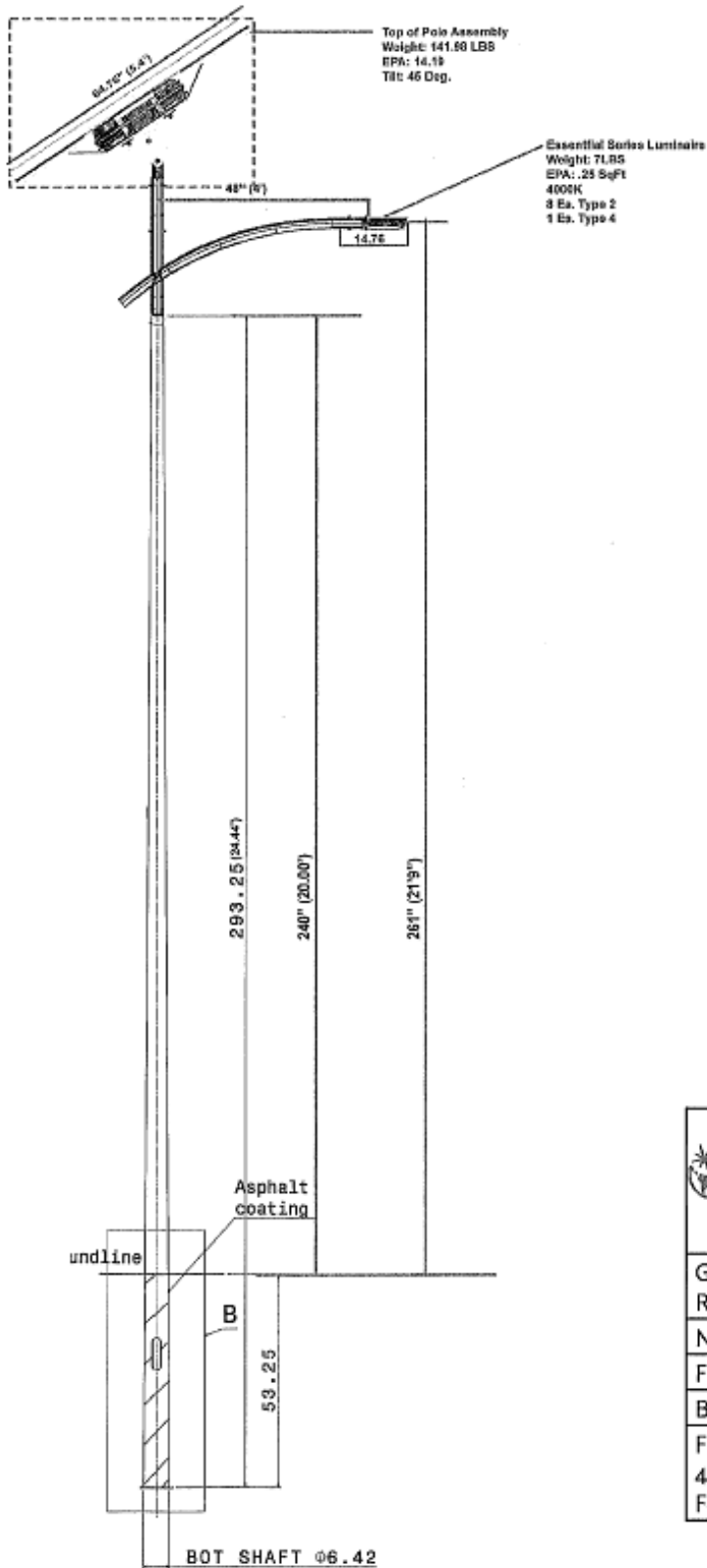
SOLAR LIGHTING POLE LOCATIONS




# CONCRETE FOUNDATION FOR POLE

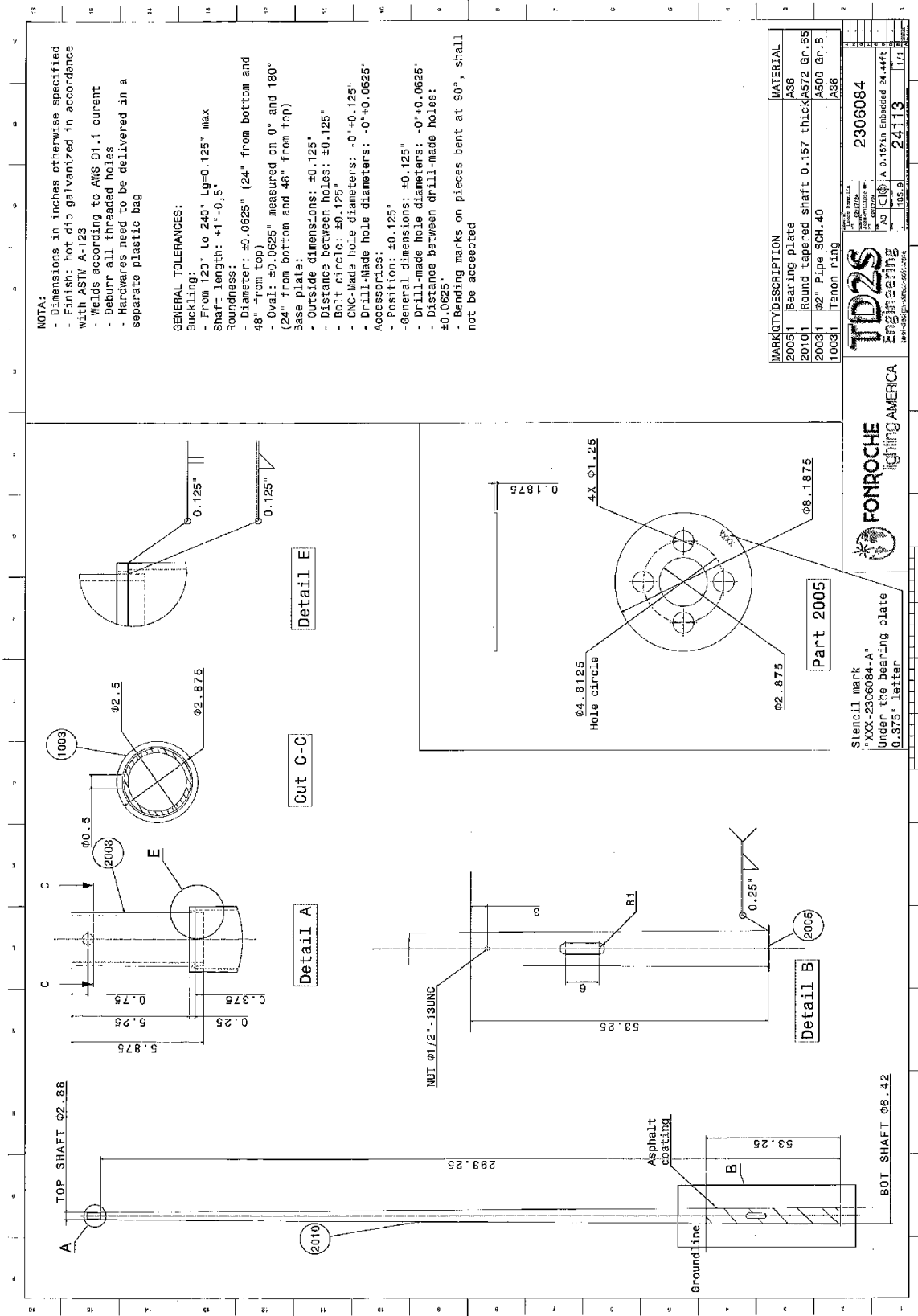


# TYPICAL POLE DETAILS




G8806-Philadelphia PA-Schuylkill River Trail-RevD
NTS
February 11, 2025
By: IG
Fonroche Lighting America 4900 David Strickland Rd. Fort Worth, TX 76119

# TYPICAL POLE DETAILS



**NOTA:**

- Dimensions in inches otherwise specified
- Finish: hot dip galvanized in accordance with ASTM A-123
- Welds according to AWS D1.1 current
- Beurr all threaded holes
- Hardware need to be delivered in a separate plastic bag

**GENERAL TOLERANCES:**

**Buckling:**

- From 120" to 240" Lg=0.125" max

**Shaft length: +1"-0.5"**

**Roundness:**

- Diameter: ±0.0625" (24" from bottom and 48" from top)
- Oval: ±0.0625" measured on 0° and 180° (24" from bottom and 48" from top)

**Base plate:**

- Outside dimensions: ±0.125"
- Distance between holes: ±0.125"
- Bolt circle: ±0.125"
- CNC-Made hole diameters: 0°+0.125"
- Drill-Made hole diameters: 0°+0.0625"

**Accessories:**

- Position: ±0.125"
- General dimensions: ±0.125"
- Drill-made hole diameters: 0°+0.0625"
- Distance between drill-made holes: ±0.0625"

- Bending marks on pieces bent at 90°, shall not be accepted

MARK/QTY/DESCRIPTION	MATERIAL
20051 Bearing plate	A36
20101 Round tapered shaft 0.157 thick/A572 Gr. 55	A500 Gr. B
20031 92" Pipe SCH. 40	A36
10031 Flange ring	A36

**TD2S**  
Engineering

2306084

24113

Scale: 1" = 1'-0"

DATE: 11/12/13

Stencil mark "XX-2306084-A" under the bearing plate 0.375" letter

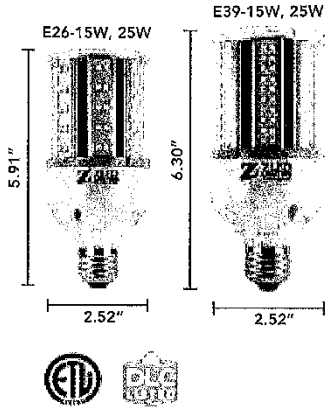
**FONROCHE** Lighting AMERICA

## REPLACEMENT LAMP INFORMATION



JOB / PROJECT NAME \_\_\_\_\_ DATE \_\_\_\_\_  
 PRODUCT MODEL # \_\_\_\_\_ QUANTITY \_\_\_\_\_

### IP64 MINI & SUPER MINI CORN LAMPS



#### RETROFIT EXISTING FIXTURES



#### APPLICATIONS

- Post tops
- Bollards
- Commercial and residential recessed cans
- Institutional and educational facilities
- Tail and wall packs and floods

#### PRODUCT FEATURES

WATTAGES	15W, 25W
COLOR TEMPS	22K, 30K, 40K, 50K
INPUT VOLTAGE	100-277VAC
BASE TYPE	E26 medium, E39 mogul E39 supported with Adapter-8
OPERATING TEMPS	-20 to 50C; -4 to 122F
RATED	IP64
LED LIFESPAN	50,000 hours
WARRANTY	5 years
CRI	>80

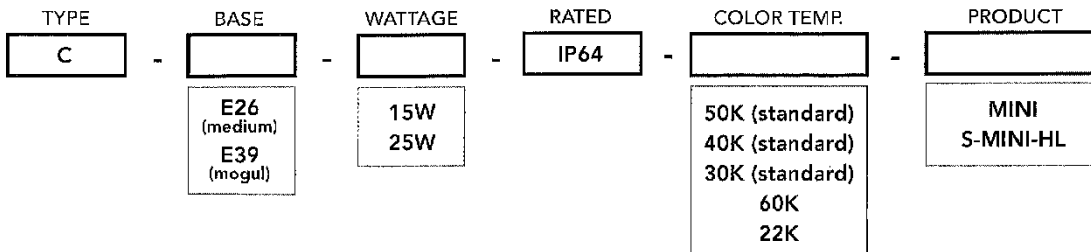
#### SPECIFICATIONS

PRODUCT #	WATTAGES	DIMENSIONS (WxL)	LUMENS (+/-10%)	SUGGESTED HID EQUIV.	APPROBATION
C-E26-15-IP64-50K-MINI	15W	2.52" x 5.91"	2,250	50-75W	ETL
C-E39-15-IP64-50K-MINI	15W	2.52" x 6.30"	2,250	50-75W	N/A
C-E26-25-IP64-50K-S-MINI-HL	25W	2.52" x 5.91"	4,750	150-220W	ETL
C-E39-25-IP64-50K-S-MINI-HL	25W	2.52" x 6.30"	4,750	150-220W	ETL, DLC

NOTE: Approved for suitable use in enclosed fixtures for all. Medium base (E26) can be converted to Mogul base (E39) without adding any length by using "Adapter-8". Replaces HID Mini 75-150W. Ballast bypass. Example: C-E26-15-50K-IP64-MINI

#### PRODUCT BUILDER

ex: C-E26-15-IP64-50K-MINI



Specifications and actual product may vary.  
 Office (800) 679-9243 • sales@zledlighting.com • www.zledlighting.com

11/29/2021



# LIGHTING UNIT PURCHASE Document



**FONROCHE**  
lighting AMERICA

(Purchased by others)

Provided for Information only

Fonroche Lighting America  
2224 SE Loop Building C  
Fort Worth, TX 76140  
339-225-4530

Opportunity Owner	Conrado Duenas	Quote Number	00084851
Payment Terms	50% deposit, 50% Net 30 from Ship Date-contingent on credit approval	Quote Name	G8806-Philadelphia PA-Schuylkill River Trail-RevD
Shipping Terms	Prices are FOB Origin	Quote Date	4/9/2025
Notes to the customer	Note: Joe to confirm Grey Color using color chart  Note that as discussed the Fonroche gateway will be deliver and install in June by Fonroche Lighting	Quote Expiration Date	6/9/2025
		Est. Lead Time	Within 6-8 Weeks
		Ship To Name	Schuylkill River Development Corporation (SRDC)
		Ship To	United States

Shipping estimated; final cost determined on day of shipping and added to invoice.

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
[T54-CK16B-4K-T2] [P310F-3P]HW-MC Fixture Color: BK POLE: 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color: -Grey	SmartLight Assembly with 936Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 2 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color is -Grey 8 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Tilt optimized for snow conditions  45 Degrees Tilt 100% =20 Watts worst case conditions.All Night at 100%	USD 3,857.00	8.00	USD 30,856.00
[T54-CK16B-4K-T4] [P310F-3P]HW-MC Fixture Color: BK POLE: 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color: -Grey	SmartLight Assembly with 936Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 4 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color is -Grey 8 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading   Tilt optimized for snow conditions  45 Degrees Tilt 100% =20 Watts worst case conditions.All Night at 100%	USD 3,857.00	1.00	USD 3,857.00
GATEWAY	GATEWAY	USD 3,404.00	1.00	USD 3,404.00

Total Line Items USD 38,117.00  
Shipping and USD 4,893.00





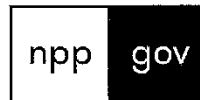
Fonroche Lighting America  
2224 SE Loop Building C  
Fort Worth, TX 76140  
339-225-4530

Handling  
Quote Total USD 43,010.00

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at <https://www.fonrochesolarlighting.com/about-us/terms/>.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable to recoup the difference in pricing from the end customer, it may deduct the difference from the representative's commission.



**CERTIFICATION PAGE – SPECIAL PROVISIONS**

This certifies that I/We understand that this project is being funded with State funding and as such, has a number of special provisions that need to be met. These provisions entail additional requirements, administrative and otherwise, including additional reporting procedures, that may not be in other non-State funded projects and which may involve additional costs to satisfy. These costs, if any, are considered incidental to the bid.

The Special Provisions include the following:

- Appendix A – Pennsylvania Prevailing Wage Act
- Appendix B – Contractor Responsibility and Offset Provision
- Appendix C – Grantee/Contractor Integrity Provisions
- Appendix D – Nondiscrimination/Sexual Harassment Clause
- Appendix E – Right to Know Law
- Appendix F – Public Works Employment Verification Form
- Appendix G – Americans with Disabilities Act
- Appendix H – Workers Protection and Investment

I/We have read and understand the Special Provisions contained in this Bid Proposal and understand that they are an important component of this project. We have considered them and included them in our bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

***Note: This page must be submitted with Bid***

**APPENDIX A**  
**PENNSYLVANIA PREVAILING WAGE ACT**

The contract with the contractor is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. 165-1 et seq., which is incorporated herein by reference as if fully set forth herein. The general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform this contract during the term hereof for the locality in which the work is to be performed. The prevailing wage serial number for the project is 25-01543.

Contractors are required to file Certified Payrolls for employees working on this project.

**APPENDIX B  
CONTRACTOR RESPONSIBILITY AND OFFSET**

**CONTRACTOR RESPONSIBILITY**

- 1. Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
  
- 2. Contractor Representations.**

  - a. The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
  
  - b. The Contractor represents that, as of the date of its execution of this agreement, It has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, If any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
  
- 3. Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
  
- 4. Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
  
- 5. Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and

expert witness and documentary fees. The Contractor shall not be responsible for Investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- 6. Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <https://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

## **OFFSET**

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

**APPENDIX C**  
**GRANTEE INTEGRITY PROVISIONS**

**1. Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- a. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- c. "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of *five* percent or more interest in the Grantee.
- d. "Financial Interest" means ownership of more than a *five* percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [url], as may be amended, 4 Pa. Code §7.153(b), apply.
- f. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

**2. Representations and Warranties.**

- a. **Grantee Representation and Warranties.** The Grantee represents, to the best of its knowledge and belief, and warrants that within the last *five* years neither the Grantee nor Grantee Related Parties have:
  - i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - ii. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
  - iii. had any business license or professional license suspended or revoked;
  - iv. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - v. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- b. **Grantee Explanation.** If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded

pursuant to a Non-Solicitation Award Process at the time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

- c. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
- d. **Notice.** The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Grantee's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.



**3. Grantee Responsibilities.** During the term of this agreement, the Grantee shall:

- a. maintain the highest standards of honesty and integrity.
- b. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- c. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- d. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award of grants or the administration of this agreement.
- e. not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- f. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- g. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
- h. immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

**4. Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- a. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

- b. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
- c. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

**5. Termination.** For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non- use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

**6. Subcontracts.** The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure their compliance with these provisions

**APPENDIX D**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

- 1. Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
  
- 2. Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

  - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
  - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
  
- 3. Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted

places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- 4. Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 5. Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- 6. Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a sub-Grantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

## **APPENDIX E RIGHT-TO-KNOW LAW**

**1. Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S: §§ 67.101-3104, ("RTKL") applies to this agreement.

**2. Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

- a. access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this agreement that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
- b. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.

**3. Trade Secret or Confidential Proprietary Information.** If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Grantee considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

#### **4. Reimbursement.**

- a. **Commonwealth Reimbursement.** If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
- b. **Grantee Reimbursement.** The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

**5. Challenges of Commonwealth Release.** The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the

Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

**6. Waiver.** As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

**7. Survival.** The Grantee's obligations contained in this Section survive the termination or expiration of this agreement.



**APPENDIX F**  
**COMMONWEALTH OF PENNSYLVANIA**  
**PUBLIC WORKS EMPLOYMENT VERIFICATION FORM**

Public Works Employment Verification  
 Office Department of General Services  
 Bureau of Procurement 6<sup>th</sup> floor, Forum Place 555 Walnut Street  
 Harrisburg, PA 17101-1914  
 717-346-8115  
 ra-gsgseverify.pa.gov

**Instructions:** Complete and return the form to the contracting Public Body prior to the award of the contract.

Business or Organization Name {Employer} \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Check One:

- Contractor
- Subcontractor

Contracting Public Body \_\_\_\_\_

Contract/Project No. \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Project Location \_\_\_\_\_

Date enrolled in E-Verify \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative Signature

Date of Signature



**APPENDIX G**  
**AMERICANS WITH DISABILITIES ACT**

**1. No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code 7 12101, et seq., no qualified Individual with a disability may, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement.

**2. Compliance.** For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. 35,130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

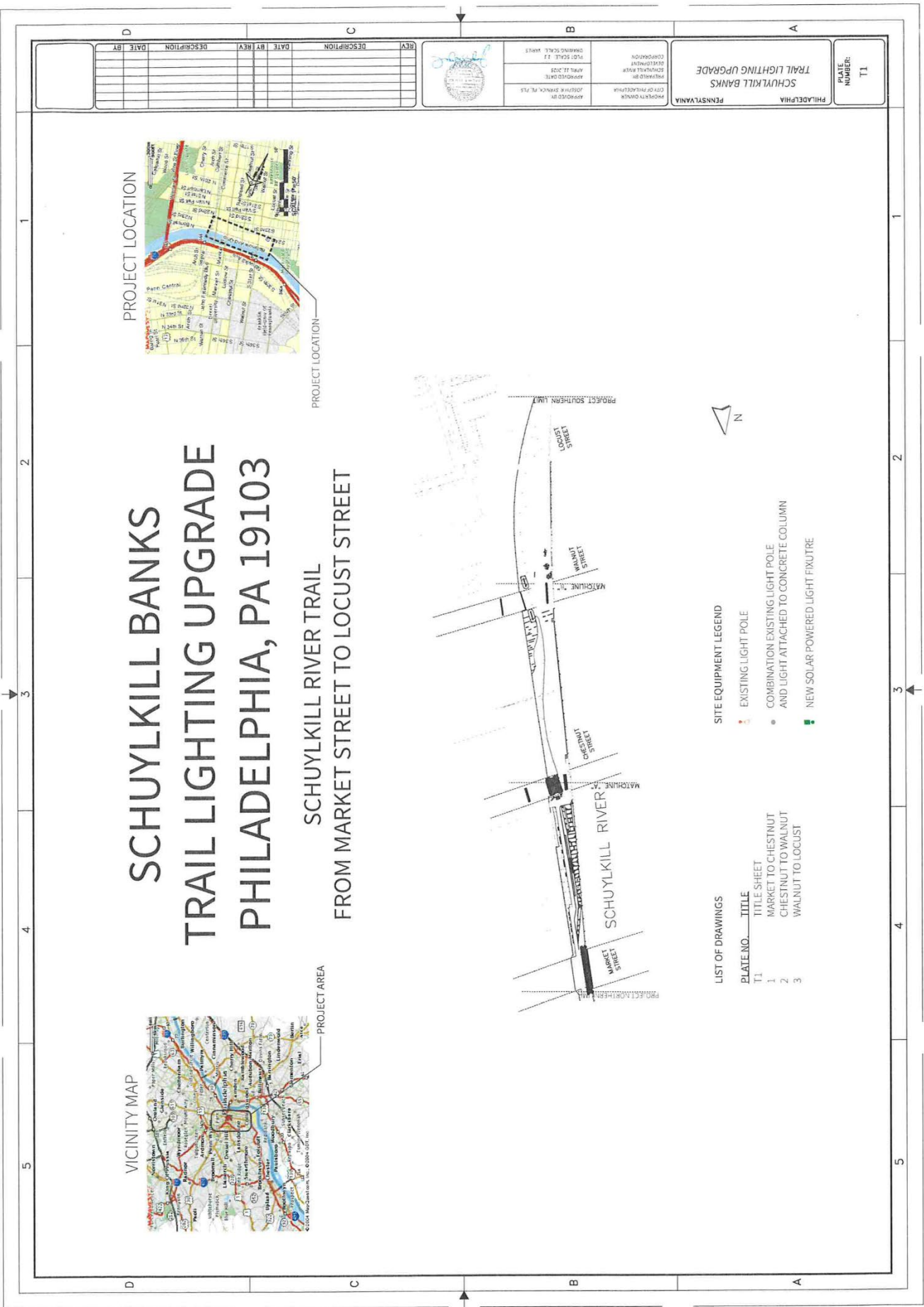
**3. Indemnification.** The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

**APPENDIX H  
WORKER PROTECTION AND INVESTMENT**

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

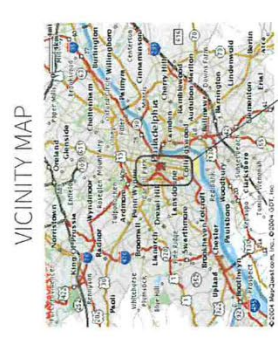
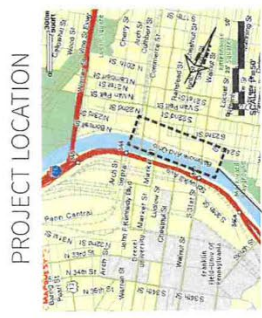
1. Construction Workplace Misclassification Act;
2. Employment of Minors Child Labor Act;
3. Minimum Wage Act;
4. Prevailing Wage Act;
5. Equal Pay Law;
6. Employer to Pay Employment Medical Examination Fee Act;
7. Seasonal Farm Labor Act;
8. Wage Payment and Collection Law;
9. Industrial Homework Law;
10. Construction Industry Employee Verification Act;
11. Act 102: Prohibition on Excessive Overtime in Healthcare;
12. Apprenticeship and Training Act; and
13. Inspection of Employment Records Law.

# **PROJECT DRAWINGS**



# SCHUYLKILL BANKS TRAIL LIGHTING UPGRADE PHILADELPHIA, PA 19103

## SCHUYLKILL RIVER TRAIL FROM MARKET STREET TO LOCUST STREET



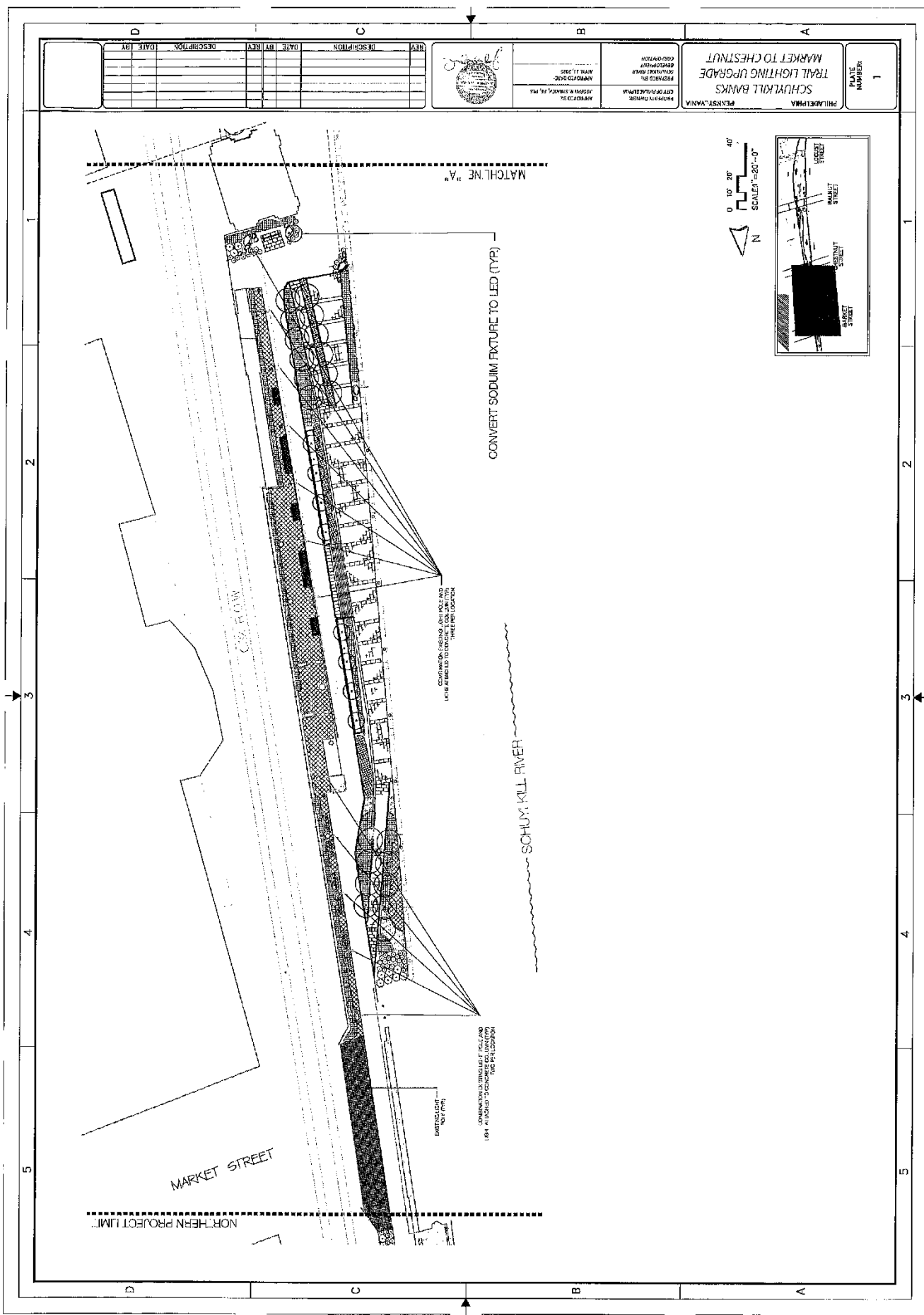
**LIST OF DRAWINGS**

PLATE NO.	TITLE
T1	TITLE SHEET
1	MARKET TO CHESTNUT
2	CHESTNUT TO WALNUT
3	WALNUT TO LOCUST

**SITE EQUIPMENT LEGEND**

	EXISTING LIGHT POLE
	COMBINATION EXISTING LIGHT POLE AND LIGHT ATTACHED TO CONCRETE COLUMN
	NEW SOLAR POWERED LIGHT FIXTURE

	APPROVED BY: JOSEPH A. BRACKLEY, P.E. APRIL 22, 2018 PROJECT SCALE: AS SHOWN DRAWING SCALE: AS SHOWN	PROJECT OWNER: CITY OF PHILADELPHIA DEPARTMENT OF PUBLIC WORKS 1515 MARKET STREET, 11TH FLOOR PHILADELPHIA, PA 19102	PROJECT TITLE: <b>SCHUYLKILL BANKS TRAIL LIGHTING UPGRADE</b>	PLATE NUMBER: <b>T1</b>																																																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> <th>REV</th> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV	DESCRIPTION	DATE	BY	REV	DESCRIPTION	DATE	BY																																	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>REV</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	DATE	BY	REV	DESCRIPTION																							
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PHILADELPHIA PENNSYLVANIA

SCHUYLL BANKS TRAIL LIGHTING UPGRADE MARKET TO CHESTNUT

PROJECT BY: SCHUYLL BANKS TRAIL LIGHTING UPGRADE MARKET TO CHESTNUT

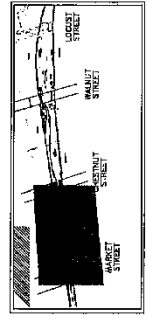
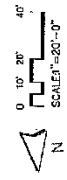
DESIGNED BY: JOSEPH R. SCHUBERT, P.E.

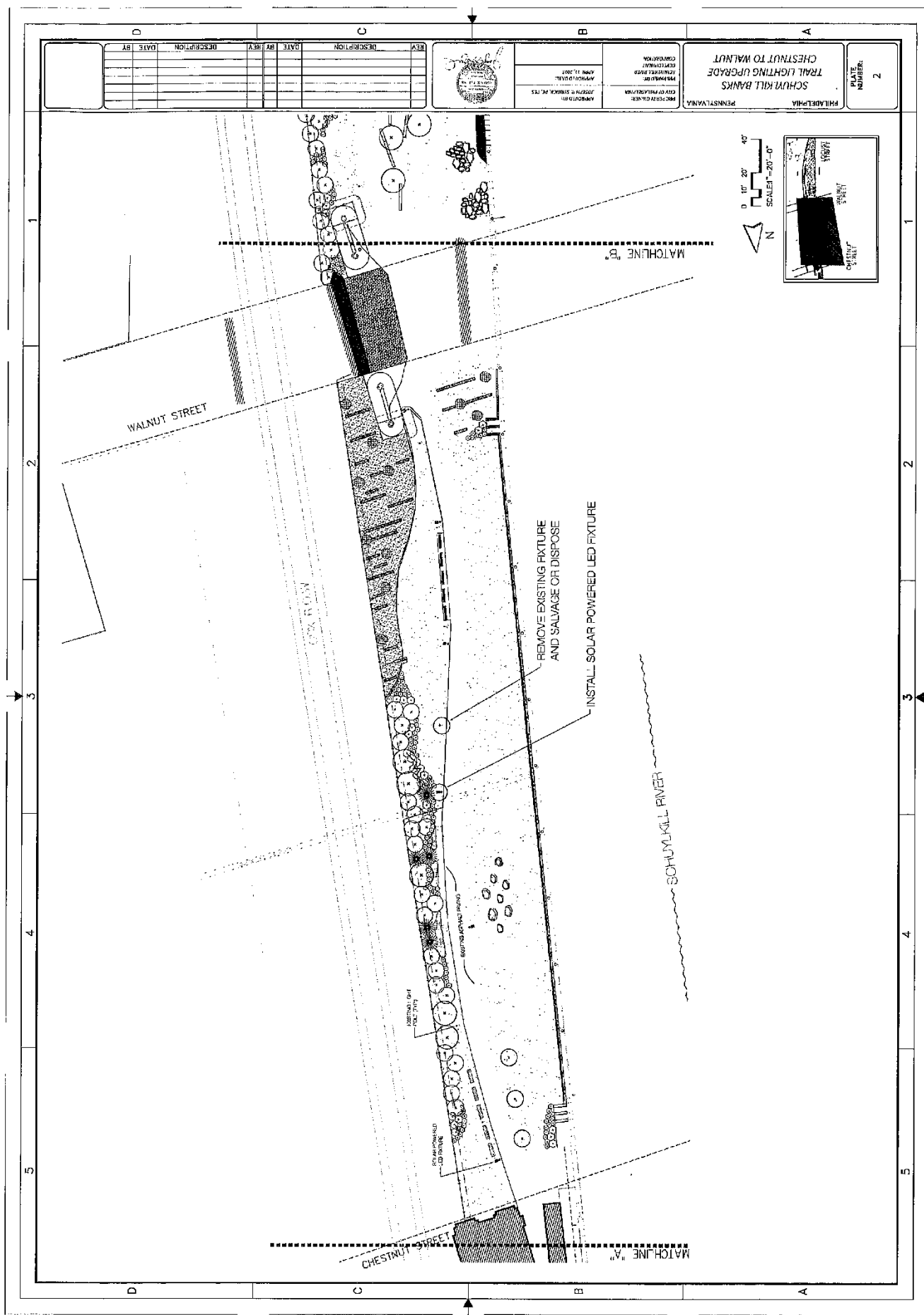
APPROVED BY: [Signature]

DATE: 11/2015

COORDINATION: [Signature]

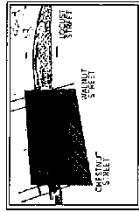
PLATE NUMBER: 1





PHILADELPHIA SCHUYLKILL BANKS TRAIL LIGHTING UPGRADE CHESTNUT TO WALNUT		PROJECT NO. 15-001 PREPARED BY: JENNIFER L. BROWN APPROVED DATE: APRIL 11, 2017 APPROVED BY: JOSEPH S. SHANKS, P.E. AMOUNT OF: \$100,000.00 CONTRACTOR:	REV.   DESCRIPTION   DATE   BY                       
--	--	--	--

PLATE NUMBER:  
2



SCALE: 1" = 20'-0"  
 0' 10' 20' 40'



# **FORM OF CONTRACT TO BE ENTERED INTO**



**Construction Contract**  
**Schuylkill Banks Lighting Project**  
**SRDC Project No: SBLP-001**

This Contract, executed this \_\_\_\_ day of \_\_\_\_\_, 2025, is made and entered into by \_\_\_\_\_ and the Schuylkill River Development Corporation, 2401 Walnut Street, Suite 603, Philadelphia, PA 19103 (SRDC) for the purposes of installing solar lights and restoring portions of the existing Schuylkill River Trail lights, within an area known as Schuylkill Banks.

Whereas, SRDC received bids on May 14, 2025 for the above-referenced project; and  
Whereas, \_\_\_\_\_, submitted a responsive and responsible bid for such work; and

Whereas, the bid submitted by \_\_\_\_\_, Inc. was the lowest bid received; and

Whereas, SRDC desires to award this contract to \_\_\_\_\_, Inc. and to enter into a construction contract;

Now therefore, for and in consideration of the following premises and the mutual promises set forth below, the parties, with the intention of being legally bound, agree to the following:

1. SRDC and, \_\_\_\_\_ are contracting for Schuylkill Banks Lighting Project as advertised for bids on \_\_\_\_ and \_\_\_\_\_ as SRDC Project No. SBLP-001. The contract is on a unit price and lump sum basis, and \_\_\_\_\_ prices for the individual bid items are shown on the Bid Proposal Form submitted by them as part of its bid and which is attached to and made part of this contract as Exhibit A. The bid as submitted totals \$\_\_\_\_\_.
  
2. Upon executing a contract and receiving an official Notice to Proceed from SRDC, \_\_\_\_\_ will proceed on the Schuylkill Banks Lighting Project (SRDC Project No. SBLP-001), in accordance with the contract documents prepared by consultants engaged by SRDC. Such documents include:
  - a. The Project Bid Manual in its entirety; and
  - b. The Detailed Bid Proposal Forms submitted with the signed bid
  - c. \_\_\_\_\_'s signed Certification Page indicating their understanding of and agreement to abide by the eight Special Provisions presented in the Certification section of the Project Bid Manual.

These above-referenced individual documents, taken together comprise the Contract Documents for this project and are made part of this contract by reference as if physically attached hereto.

3. This is a unit price and lump sum contract. Payment will be made to \_\_\_\_\_ on a progress basis, based on properly completed work. SRDC will strive to pay \_\_\_\_\_ within 21 days of receipt of proper (accurate and certified) invoices for satisfactory work, except that SRDC will withhold retainage as outlined in Paragraph 1.13 of the General Terms and Conditions section of the bid documents. Invoices must be submitted on AIA Application and Certification for Payment Forms (G702) or similar.

4. Termination or Suspension of Work. The Contract may be terminated or suspended by SRDC at any time and for any reason. Should such termination occur, \_\_\_\_\_ will be paid for all work completed up to the time of termination but shall have no claim to additional funds including lost wages or profits.

5. \_\_\_\_\_ agrees to obtain the required insurance specific to this Project and to keep such insurance in force for the duration of the Project. Insurance requirements are contained in paragraph 1.2 of the General Terms and Conditions. Certificates of insurance must be provided to SRDC as soon as possible after the execution of this contract and prior to any on-site work.

In addition to SRDC, the insurance coverage shall include:

- The City of Philadelphia
- The Commonwealth of Pennsylvania

as "additional insured".

6. SRDC intends to provide inspection services using in-house staff. \_\_\_\_\_ agrees to keep SRDC informed as to its work schedule so that the SRDC inspector can plan his work.

7. \_\_\_\_\_ understands that the trail must be kept open during their operations and that proper safety measures must be taken to keep trail users safe. \_\_\_\_\_ agrees to conduct its work operations in a safe manner and to secure the work site during both working and non-work times.

8. Material Storage/Laydown Area. \_\_\_\_\_ may have to temporarily store materials near the Schuylkill River Trail. Such storage, although understandable, could be disruptive to trail users. Accordingly, \_\_\_\_\_

must get approval from SRDC, and possibly Philadelphia Parks and Recreation (PPR), before storing materials on site. Any storage of material should be for the least amount of time as possible.

9. Dispute Resolutions. \_\_\_\_\_ and SRDC agree that should a dispute arise that cannot be resolved between the parties, the parties will attempt resolution through a mediation process. Both parties agree not to litigate a dispute until mediation has failed.
10. \_\_\_\_\_ understands and agrees that any damage to the existing Schuylkill River Trail and Greenway caused by its operations must be satisfactorily repaired at its sole cost and expense.
11. \_\_\_\_\_ understands and agrees that certain Commonwealth of Pennsylvania Special Provisions are included in this bid package and agrees to abide by them as evidenced by the return of a properly signed Certification Page.
12. As the land on which this work is occurring is City property, \_\_\_\_\_ will need to obtain a Philadelphia Parks and Recreation (PPR) permit before starting physical work on site. There is no charge for this permit and SRDC will assist \_\_\_\_\_ in obtaining it.

In Witness Thereof, the parties have executed this Agreement the date first above written.

ATTEST:

\_\_\_\_\_

By:

By:

Print Name

Print Name

Title

Title

ATTEST:

**Schuylkill River Development Corporation**

By:

By:

Danielle Whitesel  
Program Coordinator

Joseph R. Synchron  
President