# **PART 1 GENERAL**

* 1. **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the “General Conditions” and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect. The “General Conditions” also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the specifications.

# **STATE REQUIREMENTS FOR LSA GRANTS**

The Contractor is hereby notified that state grant funds are being used to finance this construction and the Contractor shall therefore comply with the state requirements imposed by the Commonwealth of Pennsylvania.

The City was selected to receive a Local Share Account Grant Contract (the “**LSA Grant**”) from the Commonwealth of Pennsylvania (the “**Commonwealth**”) through the Commonwealth Financing Authority to fund a portion of the Rebuild Improvements at West Mill Creek Playground & Plaza (the “**Project**”).

The Contractor is responsible for performing its work in accordance with the Commonwealth’s LSA Grant and Local Share Account Program Guidelines, which are included in this Section 007201 and which may be revised from time to time (the “**LSA Requirements**”). If the Contractor does not comply with the LSA Requirements, payment may be withheld from the Contractor. In the case of any differences between the LSA Requirements and the Contract Documents (including but not limited to the requirements under other types of grants), the Contractor shall comply with the more stringent requirement.

If there are different types of grants funding the construction, each grant will have a separate section in these specifications outlining the supplementary conditions for that type of grant and Contractor is required to comply with the requirements of each and every type of grant. **Please review the supplementary condition sections carefully.** Many of the grant requirements will be duplicative, especially if there are multiple state grants, but there may be important differences.

Accordingly, in performing all work, including project management work, on the Project, the Contractor shall:

* + 1. Comply, and require all subcontractors to comply, with the statutes, regulations, nondiscrimination/sexual harassment provisions, and other provisions set forth in *Article V (Compliance with Applicable Statutes and Regulations)* of the LSA Grant Agreement **[ATTACHMENT 1]**, including but not limited to the Nondiscrimination/ Sexual Harassment Provisions, the State Contractor Responsibility Program requirements regarding suspension or debarment by any governmental entity and tax delinquency, the Offset Provisions for Commonwealth Grants regarding set offs for the amount of any tax liability or other debt owed to the Commonwealth, the American with Disabilities Act, the Anti-Pollution Regulations, the Contractor Integrity Provisions, the Prohibition of Illegal Alien Labor on Assisted Projects Act, and the Right to Know Law, all of which are incorporated by reference into this Section 007201 as if fully set forth herein and all of which must be incorporated into all applicable subcontracts;
    2. Certify that Contractor is in compliance with all applicable Pennsylvania state labor and workforce safety laws by completing the Worker Protection and Investment Certification Form (BOP-2201) **[ATTACHMENT 2]** and submitting the completed form with the bid/proposal.
    3. Ensure that prevailing wage requirements under the Pennsylvania Prevailing Wage Act or the Rebuild prevailing wage requirements (which track the City of Philadelphia’s prevailing wage requirements), whichever are higher, are satisfied. ***NOTE***that the Contractor shall pay, and require to be paid, the current wage rates as those may be updated by the Commonwealth from time to time. The City wage rates are fixed at the rates provided at time of this posting. The prevailing wage rates for the City and the Commonwealth at the time of this posting are attached in **Section 007343A** and **Section 007343B**, respectively.
    4. Indemnify, defend, and hold harmless, and cause its subcontractors, to indemnify defend, and hold harmless, the Commonwealth (in addition to the City of Philadelphia, PAID, PRA and PIDC) from and against all claims, liabilities, demands and actions based upon or arising in whole or in part, directly or indirectly, from or in any way related to any activities performed in connection with the work.
    5. Add, and require subcontractors to add, the Commonwealth Financing Authority as an **additional insured** (in addition to the City of Philadelphia, PAID, PRA and PIDC) on any insurance policies and notify the Commonwealth of any change or cancellation of such insurance policies. ***NOTE*** that the insurance requirements stated in the LSA Grant Agreement may be lower than those otherwise required for in the Contract Documents. If there is a difference, the Contractor is required to obtain the higher limits and types of insurance. Contractor shall submit certificates of insurance evidencing the required insurance, including the additional insured endorsement.
    6. Certify, in writing, for itself and all its subcontractors, that as of the date of its execution of this contract that neither the Contractor, nor any subcontractors, nor any suppliers, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
    7. Certify, in writing, that as of the date of its execution of the contract, the Contractor has no tax liabilities or other Commonwealth obligations.
    8. Execute, and require all subcontractors to execute, the Commonwealth’s “Nondiscrimination/Sexual Harassment Clause” **[ATTACHMENT 3]** as though the Contractor or subcontractor, as the case may be, were the “Applicant” or “Grantee” for purposes of that form.
    9. Submit, and require all subcontractors to submit, any additional paperwork requested in connection with the LSA Grant.
    10. Cooperate, and require all subcontractors to cooperate, with any and all audits of LSA Grant funding required by the Commonwealth.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

**ATTACHMENTS:**

1. LSA Grant Agreement
2. Worker Protection and Investment Certification Form (BOP-2201)
3. Nondiscrimination/Sexual Harassment Clause (form)

**END**