

**REQUEST FOR PROPOSALS  
FOR  
ENGINEERING SERVICES**

**PROPOSAL FORMAT  
AND  
SCOPE OF SERVICES**

**PROPOSALS TO BE SUBMITTED BY 10:00 A.M., TUESDAY, FEBRUARY 15, 2011 TO:**

**LACKAWANNA COUNTY BOARD OF COMMISSIONERS  
C/O MARIA ELKINS, CHIEF OF STAFF  
200 ADAMS AVENUE  
6<sup>TH</sup> FLOOR  
SCRANTON, PA 18503  
(570) 963-6800**

## REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING SERVICES

Notice is hereby given that pursuant to a fair and open process, the County of Lackawanna is seeking proposals from qualified firms with considerable knowledge and experience in public works projects, federal and state contracts, and Community Development Block Grant Projects. Sealed submissions will be received by the Lackawanna County Board of Commissioners, c/o Maria Elkins, Chief of Staff, at its offices at 200 Adams Avenue, 6<sup>th</sup> Floor, Scranton, PA 18503, (570) 963-6800, on Tuesday, February 15, 2011, no later than 10:00 A.M., prevailing time for the following services: Engineering Design and Inspection Services are requested for the Scott Township Jermyn Farm Road Improvement Project.

Proposals will not be accepted after 10:00 A.M. Tuesday, February 15, 2011.

Details of the proposal content are contained in a Request for Proposals Packet which can be obtained on the Lackawanna County web site at [www.lackawannacounty.org](http://www.lackawannacounty.org).

Lackawanna County encourages responses from eligible MBE, WBE, and Section 3 residents and businesses.

Lackawanna County is an equal opportunity employer.

Maria Elkins  
Chief of Staff

## **WOMEN-OWNED BUSINESS ENTERPRISE LIST**

**In accordance with Lackawanna County's Minority and Women's Business Enterprise and Section 3 Plans, the following is a listing of minority- and woman-owned businesses for subcontracting opportunities for Engineering Design and Inspection Services for the Scott Township Jermyn Farm Road Improvement Project:**

### **Minority-Owned Business:**

ED Pons & Associates Inc.  
70 South Franklin Street  
Wilkes-Barre, PA 18701

### **Woman-Owned Business:**

Bue Morris Associates Inc.  
275 South Sterling Road  
South Sterling, PA 18460

**COUNTY OF LACKAWANNA  
REQUEST FOR  
ENGINEERING SERVICES**

Notice is hereby given that pursuant to a fair and open process, and in compliance with Title 24 of the Code of Federal Regulations of the Department of Housing and Urban Development, Part 85 - Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments, the Lackawanna County Board of Commissioners, c/o Maria Elkins, Chief of Staff, will receive sealed proposals at its offices at 200 Adams Avenue, 6<sup>th</sup> Floor, Scranton, PA 18503, (570) 963-6800, on Tuesday, February 15, 2011 no later than 10:00 A.M., prevailing time for engineering services to assist in the implementation of public works project in the Township of Scott. Any questions regarding the request for proposals should be directed to the Lackawanna County Board of Commissioners, c/o Maria Elkins, Chief of Staff, at the above address between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday.

The purpose of this Request for Proposals is to solicit interest from qualified firms and/or individuals to provide professional services for the County. A qualified firm and/or individual will be selected through a fair and open process at the sole discretion of the County.

- I. **PROJECT DESCRIPTION** - The following Project Description is based on preliminary information. Each OFFERER is required to go out to the job site to evaluate the work involved, prior to the submission of a proposal. In the event that the OFFERER would recommend an alternate solution to the problem or that the scope of the project be changed, the OFFERER shall notify the COUNTY immediately. Please refer to the attached map for the location of the project.

Scott Township Jermyn Farm Road Improvement Project - The total budget for this project, including engineering design and inspection, construction, and a contingency, is approximately \$179,000.00. The Jermyn Farm Road Improvement Project will consist of the paving of approximately 7,500 lineal feet of Jermyn Farm Road (18' average width), from Heart Lake Road (SR 107) to Greenfield Road (SR 1004), including milling, base replacement as required (approximately 135 sy), bituminous overlay (15,000 sy of 1 ½" 9.5 MM Super Pave Overlay), all necessary handicapped access curb cuts, all related restoration work, the replacement of any necessary inlets and fire hydrants, and any miscellaneous storm and/or sanitary sewer work.

- II. **SCOPE OF SERVICES** - The OFFERER, in connection with and respecting the aforesaid project, and in return for payment from the COUNTY as more fully set forth below, shall perform and carry out, in a satisfactory and proper manner, the following:

- A. Project Layout and Design - The OFFERER shall coordinate Project Layout and Design with the Community and the COUNTY.**
- 1. Preparation and submission of a construction cost estimate, one set of original mylars/velms and fifteen sets of plans/prints, twelve specification manuals, and twelve sets of bidding documents. Bids will have a unit price sheet and a lump sum total.**
    - a. The plans/prints will contain the following:**
      - 1. General Plan Requirements - The following items are the minimum requirements for all projects. Additional items may be required where deemed necessary by the COUNTY:**
        - a. Title Sheet.**
        - b. The scale of construction drawings shall not be less than 1" = 50' and shall be indicated on the drawings.**
        - c. Show North arrow.**
        - d. Provide a general location map.**
        - e. Provide a datum to which elevations refer.**
        - f. Provide all existing site topography and features (natural or man-made) located within the right-of-way or construction area that the proposed project may impact. Include sidewalks driveways, streets, poles, curbs, trees, landscaping, fences, utilities, buildings, etc. Label all features, such as PP&L or Bell Atlantic pole numbers and provide identification numbers if available.**
        - g. Provide sufficient spot elevations and/or contours necessary to properly construct the proposed improvements.**
        - h. Provide any notes and details necessary to clearly show the intended construction and materials to be utilized.**
        - i. Provide all dimensions necessary for proper construction of the proposed improvements including coordinates of proposed features.**
        - j. Design and specifications for all construction shall be based on Penn DoT standards whenever possible. Specify materials and construction to be in accordance with Penn DoT 408 Specifications and RC standards or any other applicable Penn DoT design standards.**
        - k. Show and label all easements on the Construction Drawings including bearings and**

distances and all dimensions. Easements should be tied to some known field reference point.

1. **Coordinate Project Layout and Design with all utility companies. Also, request utility companies to dig test pits and/or undertake core borings as necessary, and coordinate the work.**
  
2. **Design Requirements for Roadway Construction/Reconstruction Projects - In addition to the items stated in the above II. SCOPE OF SERVICES A. Project Layout and Design 1. a. 1. General Plan Requirements a. through l., the following items are the minimum requirements for all Roadway Construction/Reconstruction Projects. Additional items may be required where deemed necessary by the COUNTY:**
  - a. **Provide centerline and gutterline profiles for all roadway construction/reconstruction projects. Include existing and proposed elevations.**
  - b. **Provide cross-section at all driveways and cross streets.**
  - c. **Provide typical paving section.**
  - d. **Provide details showing pavement materials and thicknesses.**
  - e. **Roadway designs shall consider the existing topographic features and incorporate them in the design.**
  - f. **Coordinate Project Layout and Design with all utility companies so that the utility companies can coordinate, with the project, any work that they may want to undertake, such as replacing a utility line before a street is paved. Also, request utility companies to dig test pits and/or undertake core borings as necessary, and coordinate the work.**
  
3. **Design Requirements for Storm Drainage Projects - In addition to the items stated in the above II. SCOPE OF SERVICES A. Project Layout and Design 1. a. 1. General Plan Requirements a. through l., the following items are the minimum requirements for all Storm Drainage Projects. Additional items may be required where deemed necessary by the COUNTY:**
  - a. **All designs shall meet the requirements of any agency having jurisdiction over the project area including the Community, Penn DoT, etc.**

- b. Provide a drainage area map for the proposed project. The map should be drawn to scale not less than 1" = 2001'.**
- c. Show all existing and proposed stormwater features including pipes, inlets, ditches, etc.**
- d. Show the drainage area of each pipe or inlet structure.**
- e. Provide drainage calculation using either the Rational Method or SCS TR55. The preferred method is described in Penn DoT Design Manual 2.**
- f. Calculate the drainage area, the flow, the outlet velocity, the capacity flowing full and the velocity flowing full for each pipe.**
- g. Calculate the drainage area and capacity of each inlet.**
- h. Calculate the flow, velocity and capacity for all ditches and swales.**
- i. Provide a Drainage Narrative describing the sources of runoff, existing drainage facilities, proposed drainage facilities. Describe proposed outlets and outfalls and what effect, if any they will have downstream.**
- j. Show all existing and proposed ditches and swale on the Plan View, include profiles and cross-sections for each, including materials (rip rap, grass, etc.)**
- k. Show all pipes on the Plan View and label the type, size, slope, length and direction of flow.**
- l. Provide a profile of all pipes showing the type, size, slope, length, direction of flow, inlet and outlet elevations and all manholes and inlets with rim elevations. Show elevation of all existing underground utilities, if available.**
- m. Coordinate Project Layout and Design with all utility companies. Maps must be obtained from the utility companies which show their existing utility lines -- this information must be incorporated into the Project Layout and Design. Also, PA One Call must be utilized -- utility companies must mark the locations of their existing utility lines during the Project Layout and Design phase, and this information must be incorporated into the Project Layout and Design. Also, request utility companies to dig test pits and/or undertake core borings as necessary, and coordinate the work. All utility lines must be shown and labeled -- every effort must be made for the project to be designed around existing utility lines as much as is possible. These efforts**

must be documented in writing -- if the utility companies will not respond to any requests, contact the COUNTY immediately.

4. **Design Requirements for Sanitary Sewer Projects - In addition to the items stated in the above II. SCOPE OF SERVICES A. Project Layout and Design 1. a. 1. General Plan Requirements a. through l., the following items are the minimum requirements for all Sanitary Sewer Projects. Additional items may be required where deemed necessary by the COUNTY:**
  - a. All designs shall meet the requirements of any agency having jurisdiction in the project area, such as the Municipal Sewer Authority, and/or DEP Bureau of Water Quality.
  - b. Provide calculations for any proposed sanitary sewer facilities such as required capacity and proposed capacity of the sewer line.
  - c. Show all pipes on the Plan View and label the type, size, slope and direction of flow.
  - d. Provide a profile of all pipes showing the type, size, slope and direction of flow, manhole locations and inverts and rim elevations. Show elevations of all existing underground utilities, if available
  - e. Show house elevations (basement or 1st floor) on profile.
  - f. Show lateral locations on Plans.
  - g. Coordinate Project Layout and Design with all utility companies. Maps must be obtained from the utility companies which show their existing utility lines -- this information must be incorporated into the Project Layout and Design. Also, PA One Call must be utilized -- utility companies must mark the locations of their existing utility lines during the Project Layout and Design phase, and this information must be incorporated into the Project Layout and Design. Also, request utility companies to dig test pits and/or undertake core borings as necessary, and coordinate the work. All utility lines must be shown and labeled -- every effort must be made for the project to be designed around existing utility lines as much as is possible. These efforts must be documented in writing -- if the utility companies will not respond to any requests, contact the COUNTY immediately.



- b. The specification manuals will contain the following:

**GENERAL AND PROJECT INFORMATION**

Invitation for Bids

Instructions to Bidders

General Specifications General Conditions Part I

General Conditions Federal Requirements Part II

Attachments to General Conditions Part II (Davis-Bacon Wage Determination)

General Specifications Special Conditions Part III

Supplemental Conditions

Technical Specifications

Required Permits (if applicable)

Required Easements (if applicable)

Schedule of Drawings

**BIDDING DOCUMENTS (TO BE SUBMITTED WITH BID)**

Bid Form

Unit Price Sheet (if applicable)

Bid Bond

Bid Proposal

Statement of Bidder's Qualifications

Non-Collusion Affidavit of Prime Bidder

Certification of Non Segregated Facilities

Certification of Bidder Regarding Equal Employment Opportunity

Affirmative Action Plan for Utilization of Minority Business (applicable to contracts over \$25,000.00)

MBE/WBE Contract Solicitation and Commitment Statement (applicable to contracts over \$25,000.00)

Section 3 Contract Solicitation and Commitment Statement (applicable to contracts over \$100,000.00)

Contractor's Certification of Compliance Section 3 (applicable to contracts over \$100,000.00)

Section 3 Work Force Needs Table (applicable to contracts over \$100,000.00)

**CONTRACT DOCUMENTS**

Agreement

Performance Bond

Labor and Materialmen's Bond

Maintenance Bond

Stipulation Against Liens

Notice to Proceed

Part II - Terms and Conditions

Change Order

**SUBCONTRACTOR FORMS**

Non-Collusion Affidavit of Subcontractor

Certification by Proposed Subcontractor Regarding Equal Employment Opportunity

MBE/WBE DOCUMENTS (applicable to contracts over \$25,000.00)

**Participation Requirements for MBE/WBE (applicable to contracts**

**over \$25,000.00)**

**MBE/WBE List (applicable to contracts over \$25,000.00)**

**Prime Contractor's Quarterly Utilization Report (applicable to contracts over \$25,000.00)**

**Subcontractor's Quarterly Utilization Report (applicable to contracts over \$25,000.00)**

**SECTION 3 DOCUMENTS (applicable to contracts over \$100,000.00)**

**Participation Requirements for Section 3 Residents and Business Concerns**

**(applicable to contracts over \$100,000.00)**

**Section 3 List (applicable to contracts over \$100,000.00)**

**Subcontractor's Certification of Compliance Section 3 (applicable to contracts over \$100,000.00)**

**Section 3 Contractor's Monthly Report (applicable to contracts over**

**\$100,000.00)**

**PAYMENT FORMS**

**Application and Certificate for Payment (to be submitted to the Engineer/Architect)**

**Certificate from Contractor Appointing Officer/Employee to Supervise Pmt. of Empts.**

**SAMPLE PROJECT SIGN**

- c. **The bidding documents will contain the following:**
- BIDDING DOCUMENTS (TO BE SUBMITTED WITH BID)**
  - Bid Form**
  - Unit Price Sheet (if applicable)**
  - Bid Bond**
  - Bid Proposal**
  - Statement of Bidder's Qualifications**
  - Non-Collusion Affidavit of Prime Bidder**
  - Certification of Non Segregated Facilities**
  - Certification of Bidder Regarding Equal Employment Opportunity**
  - Affirmative Action Plan for Utilization of Minority Business (applicable to contracts over \$25,000.00)**
  - MBE/WBE Contract Solicitation and Commitment Statement (applicable to contracts over \$25,000.00)**
  - Section 3 Contract Solicitation and Commitment Statement (applicable to contracts over \$100,000.00)**
  - Contractor's Certification of Compliance Section 3 (applicable to contracts over \$100,000.00)**
  - Section 3 Work Force Needs Table (applicable to contracts over \$100,000.00)**

2. **Securing of any and all permits and their supplements (DEP, Penn DoT, etc. (if applicable)) required for the construction of the project, prior to bidding. This includes preparing and submitting permit/supplement applications into the permitting agencies in addition to making any and all changes and/or additions required by the permitting agencies. Securing of any and all easements (if applicable), either construction or permanent, prior to bidding.**
  3. **Construction Coordination - The OFFERER shall provide Basic Services for the Construction Phase of the project, including preparing for, coordination with, participating in, and responding to the administration of the contract. Attendance at the Pre-Bid Conference, Pre-Construction Conference, regular job/site meetings, and any other meetings when requested by the COUNTY and/or the COUNTY's representative(s). Visit the site at intervals, as appropriate, to be familiar with the construction progress and quality of work; evaluate and certify the construction contractor's Applications and Certificates for Payments. Attend project peer review and design/construction reviews when requested by the COUNTY and/or the COUNTY's representative(s). Review all shop drawings for conformity with design. Prepare, submit, review, etc. Change Orders and Payment Applications. Assist in the preparation and justification of claims disputes, and/or other matters between the construction contractor and the COUNTY regarding the project when requested by the COUNTY and/or the COUNTY's representative(s). Prepare, submit, review, etc. Timesheets and Daily Field Reports, etc.; travel; participate in telephone conversations, provide clerical services, communications, documentation, correspondence, and any and all other miscellaneous work.**
- B. Preparation and submission of two (2) sets of as-built original drawings (mylars/velms), and two (2) sets of prints. Drawings will contain the following if applicable to the specific project:**
1. **Title Sheet**
  2. **Plan Sheet(s) will show all new construction, the actual location of all utilities and all geography/topography within project area(s)**
  3. **Profile/Elevation Sheet(s) showing actual "as-built" elevations**
  4. **Detail Sheet(s) showing Standard Details and Specific Details**
  5. **Depth and location of sewer lines and depth and location of sanitary sewer laterals.**
- C. Project Inspection - Project Inspectors must have National Institute for Certification in Engineering Technologies (NICET) Certification or possess a degree in engineering appropriate to the type of project. Inspecting Engineers must be an Engineer in Training (E.I.T.), a**

NICET Certified Registered Surveyor, or be licensed by the Pennsylvania Department of State Bureau of Professional and Occupational Affairs.

In submitting proposals, the OFFERER should anticipate full-time project inspection when the construction contractor is installing pipe and backfilling, and part-time project inspection when the construction contractor is performing trench restoration/roadway construction/reconstruction. In addition, the OFFERER shall supply the percentage of time required by the Inspecting Engineer for on-site supervision and technical assistance in relation to the total time of the Project Inspector. An hourly rate cost for the Project Inspector for on-site time will be paid to the OFFERER with a total "not to exceed" dollar amount. An hourly rate cost for the Inspecting Engineer for on-site time will be paid to the OFFERER with a total "not to exceed" dollar amount. The hourly rate costs paid shall only be for actual on-site time with a total "not to exceed" dollar amount. Costs of the following are overhead costs which are included in the Project Layout and Design lump sum cost: the preparation, submission, review, etc. of Change Orders, Payment Applications, Shop Drawings, Claims Disputes, Timesheets, Daily Field Reports etc.; meetings; travel; clerical, telephone conversations, communications, documentation, correspondence, and any and all other miscellaneous work required in the completion of the duties of the Project Inspector and Inspecting Engineer, etc., as set forth above. The COUNTY will only pay for one Project Inspector and one Inspecting Engineer. If more than one Project Inspector and/or one Inspecting Engineer inspects the project, project inspection time for the extra Project Inspector(s) and/or Inspecting Engineer(s) will not be paid by the COUNTY to the OFFERER. If a person with qualifications for an Inspecting Engineer is providing Project Inspector services, payment will be processed at the Project Inspectors hourly rate cost.

For both the Project Inspector and Inspecting Engineer, documentation in the form of COUNTY timesheets must be provided weekly to the COUNTY. Blank COUNTY timesheets will be provided to the OFFERER by the COUNTY and the OFFERER will be responsible to make all necessary copies. The COUNTY will not accept timesheets on the OFFERERS own form. The COUNTY timesheets will include the dates of inspection, the time of arrival on the job site, the time of departure from the job site, and the total number of work hours on the job-site by day. COUNTY Timesheets submitted by the Project Inspector must indicate if there were any problems encountered which required an Inspecting Engineer to provide supervision and technical assistance. COUNTY Timesheets submitted by the Inspecting Engineer must contain a reason why their supervision and technical assistance was required for each date worked. No payments for time worked by the Inspecting Engineer

will be processed unless there is a valid reason as to why their supervision and technical assistance was required.

In addition, completed daily field reports, of which each must include the amount of time that the Project Inspector and Inspecting Engineer were inspecting the project will be forwarded for both the Project Inspector and Inspecting Engineer by the OFFERER to the COUNTY on a weekly basis.

The OFFERER understands that no increase in the dollar amount for Project Inspection costs will be granted except that in the event the Project Contractor is assessed liquidated damages for failure to complete work within the time specified in the construction contract and causes the Project Inspection time to be extended. In no event shall the costs for additional Project Inspection time exceed the liquidated damages assessed to the Project Contractor.

III. TIME OF PERFORMANCE - Failure to complete the prescribed work within allotted time will require the OFFERER to pay the COUNTY, as liquidated damages, the sum of one hundred fifty dollars (\$150.00) per day, unless otherwise stated. The OFFERER must submit any Change Order requests for an extension of the time immediately upon discovery of the need for such an extension. The OFFERER must present a valid reason for any time extension and a determination as to whether the extension is justified will be made by the COUNTY.

A. (II.) SCOPE OF SERVICES (A.) Project Layout and Design

1. The construction cost estimate, one set of original mylars/velms and fifteen sets of plans/prints, twelve specification manuals, and twelve sets of bidding documents, must be prepared and submitted to the COUNTY within a specified time limit which will be based upon the OFFERERS' proposal. Failure to submit the cost estimate, original mylars/velms and plans/prints, specification manuals, and bidding documents within the allotted time will require the OFFERER to pay the COUNTY, as liquidated damages, the sum of one hundred fifty dollars (\$150.00) per day.
2. The COUNTY recognizes that the securing of the permits, their supplements, and/or easements is not under the total control of the OFFERER and no predetermined time limit can apply. However, the OFFERER must inform the COUNTY as to the permits and/or easements required. Applications for any required permits must be prepared and submitted to the permitting agencies within five (5) calendar days from the date of submission of the completed plans/prints, specification manuals, and bidding documents to the COUNTY. Any requests by the permitting agencies for the submission of changes, additions, information, supplements, documentation,

correspondence, etc. must be processed within five (5) calendar days from the date of notification. Copies of all correspondence regarding any and all required permits must be sent to the COUNTY within this same five (5) calendar day time limit. In addition, the OFFERER shall apprise the COUNTY as to the status of the permits on a weekly basis. The OFFERER must begin securing any required easements from the property owners within five (5) calendar days from the date of submission of the completed plans/prints, specification manuals, and bidding documents to the COUNTY. Any requests by the property owners for the submission of additional information, documentation, correspondence, etc. must be processed within five (5) calendar days from the date of notification. Copies of all correspondence regarding any and all required easements must be sent to the COUNTY within this same five (5) calendar day time limit. In addition, the OFFERER shall apprise the COUNTY as to the status of the easements on a weekly basis. Failure to adhere to the five (5) calendar day time periods stated above will require the OFFERER to pay the COUNTY, as liquidated damages, the sum of fifty dollars (\$50.00) per day.

3. Construction Coordination - Basic Services for the Construction Phase of the project, including preparing for, coordination with, participating in, and responding to the administration of the contract shall be coordinated with the COUNTY and/or the COUNTY's representative(s), including attendance at the Pre-Bid Conference, Pre-Construction Conference, regular job/site meetings, and any other meetings. Visit the site at intervals, as appropriate, to be familiar with the construction progress and quality of work. Attend project peer review and design/construction reviews when requested by the COUNTY and/or the COUNTY's representative(s).

Within three (3) calendar days from the date that the Project Contractor requests a Change Order, the OFFERER must review the request with the COUNTY, and prepare and submit the approved (signed) Change Order to the Project Contractor; if the OFFERER does not recommend approval, the OFFERER will have three (3) calendar days to submit an explanation in writing to the Project Contractor. Failure to submit the approved (signed) Change Order (or an explanation in writing if the OFFERER does not recommend approval) within the three (3) calendar day time period will require the OFFERER to pay the COUNTY, as liquidated damages, the sum of fifty dollars (\$50.00) per calendar day. Copies of all correspondence must be sent to the COUNTY within this three (3) calendar day time limit. Within three (3) calendar days from the date that the Project Contractor submits a Payment Application to the OFFERER, the OFFERER must review and submit the approved

(signed) Payment Application to the COUNTY; if the OFFERER does not recommend approval, the OFFERER will have three (3) calendar days to submit an explanation in writing to the Project Contractor with a copy to be sent to the COUNTY within this same three (3) calendar day time limit. Failure to submit the approved (signed) Payment Application (or an explanation in writing if the OFFERER does not recommend approval) within the three (3) calendar day time period will require the OFFERER to pay the COUNTY, as liquidated damages, the sum of fifty dollars (\$50.00) per calendar day. Within three (3) calendar days from the date that the Project Contractor submits a Shop Drawing to the OFFERER, the OFFERER must review and submit the approved (signed) Shop Drawing to the Project Contractor; if the OFFERER does not recommend approval, the OFFERER will have three (3) calendar days to submit an explanation in writing to the Project Contractor with a copy to be sent to the COUNTY within this same three (3) calendar day time limit. Failure to submit the approved (signed) Shop Drawing (or an explanation in writing if the OFFERER does not recommend approval) within the three (3) calendar day time period will require the OFFERER to pay the COUNTY, as liquidated damages, the sum of fifty dollars (\$50.00) per calendar day.

The preparation and justification of claims disputes, and/or other matters between the construction contractor and the COUNTY regarding the project when requested by the COUNTY and/or the COUNTY's representative(s) shall be coordinated with the COUNTY and/or the COUNTY's representative(s); prepare, submit, review, etc. Timesheets and Daily Field Reports, etc. on a weekly basis; travel as needed; participate in telephone conversations, provide clerical services, communications, documentation, correspondence, and any and all other miscellaneous work as needed.

- B. (II.) SCOPE OF SERVICES (B.) As-built original drawings (mylars/velms) and prints shall be prepared and submitted to the COUNTY within fifteen (15) calendar days from the date of final acceptance of the completed construction of the project. Failure to prepare and submit the as-built original drawings and prints within fifteen (15) calendar days of final acceptance of the completed construction of the project will require the OFFERER to pay the COUNTY, as liquidated damages, the sum of one hundred fifty dollars (\$150.00) per day.
- C. (II.) SCOPE OF SERVICES (C.) Project Inspectors must have National Institute for Certification in Engineering Technologies (NICET) Certification or possess a degree in engineering appropriate to the type of project. Inspecting Engineers must be an Engineer in Training (E.I.T.), a NICET Certified Registered Surveyor, or be

licensed by the Pennsylvania Department of State Bureau of Professional and Occupational Affairs.

In submitting proposals, the OFFERER should anticipate full-time project inspection when the construction contractor is installing pipe and backfilling, and part-time project inspection when the construction contractor is performing trench restoration/roadway construction/reconstruction. In addition, the OFFERER shall supply the percentage of time required by the Inspecting Engineer for on-site supervision and technical assistance in relation to the total time of the Project Inspector. An hourly rate cost for the Project Inspector for on-site time will be paid to the OFFERER with a total "not to exceed" dollar amount. An hourly rate cost for the Inspecting Engineer for on-site time will be paid to the OFFERER with a total "not to exceed" dollar amount. The hourly rate costs paid shall only be for actual on-site time with a total "not to exceed" dollar amount. Costs of the following are overhead costs which are included in the Project Layout and Design lump sum cost: the preparation, submission, review, etc. of Change Orders, Payment Applications, Shop Drawings, Claims Disputes, Timesheets, Daily Field Reports etc.; meetings; travel; clerical, telephone conversations, communications, documentation, correspondence, and any and all other miscellaneous work required in the completion of the duties of the Project Inspector and Inspecting Engineer, etc., as set forth above. The COUNTY will only pay for one Project Inspector and one Inspecting Engineer. If more than one Project Inspector and/or one Inspecting Engineer inspects the project, project inspection time for the extra Project Inspector(s) and/or Inspecting Engineer(s) will not be paid by the COUNTY to the OFFERER. If a person with qualifications for an Inspecting Engineer is providing Project Inspector services, payment will be processed at the Project Inspectors hourly rate cost.

For both the Project Inspector and Inspecting Engineer, documentation in the form of COUNTY timesheets must be provided weekly to the COUNTY. Blank COUNTY timesheets will be provided to the OFFERER by the COUNTY and the OFFERER will be responsible to make all necessary copies. The COUNTY will not accept timesheets on the OFFERERS own form. The COUNTY timesheets will include the dates of inspection, the time of arrival on the job site, the time of departure from the job site, and the total number of work hours on the job-site by day. COUNTY Timesheets submitted by the Project Inspector must indicate if there were any problems encountered which required an Inspecting Engineer to provide supervision and technical assistance. COUNTY Timesheets submitted by the Inspecting Engineer must contain a reason why their supervision and technical assistance was required for each date worked. No payments for time worked by the Inspecting Engineer will be processed unless there is a valid reason as to why their supervision and technical assistance was required.



In addition, completed daily field reports, of which each must include the amount of time that the Project Inspector and Inspecting Engineer were inspecting the project will be forwarded for both the Project Inspector and Inspecting Engineer by the OFFERER to the COUNTY on a weekly basis.

The OFFERER understands that no increase in the dollar amount for Project Inspection costs will be granted except that in the event the Project Contractor is assessed liquidated damages for failure to complete work within the time specified in the construction contract and causes the Project Inspection time to be extended. In no event shall the costs for additional Project Inspection time exceed the liquidated damages assessed to the Project Contractor.

- IV. DOCUMENTATION TO BE PROVIDED BY EACH OFFERER -** The OFFERER also understands that the scope of the project is to be investigated prior to the submission of proposals. Do not base proposals solely upon the information provided in this Request for Proposals. In the event an OFFERER, in the process of investigating the scope of work, discovers that unusual circumstances exist and/or the scope of the project must be expanded, the OFFERER shall immediately notify the COUNTY of the discovery. A total "not to exceed" dollar amount cost for each of the above described services will be negotiated with the successful OFFERER based upon proposal content. Submissions must be submitted in a sealed envelope with the name of the firm or individual submitting the proposal and the term "COUNTY ENGINEERING SERVICES RFP" clearly marked on the outside of the envelope. The County assumes no responsibility for delays in any form of carrier, mail, or delivery service causing the submission to be received after the above-referenced due date and time. Submission by fax, telephone, or e-mail is not permitted. The final selection shall be made in the sole discretion of the Board of Commissioners.
- A.** The OFFERER shall submit two (2) copies of the "General Information" form (which is attached).
  - B.** The OFFERER shall submit two (2) copies of the "Price Proposal for Discussion Purposes" form (which is attached)
  - C.** Qualifications and Experience - Each OFFERER shall submit two (2) copies of the following forms:
    - 1.** Standard Form 254
    - 2.** Standard Form 255
    - 3.** Qualifications (form is attached)
    - 4.** Experience with the specific services requested (form is attached)
    - 5.** Current workload (form is attached)
    - 6.** Familiarity with community (form is attached)

7. Past performance (form is attached)
8. Section 3 Strategy (form is attached)

D. Insurance - Each OFFERER shall submit two (2) copies of Certificates of Insurance for:

1. Professional Liability Insurance (Minimum \$100,000.00)
2. General Liability Insurance, including insurance against claims for personal injury and property damage (Minimum \$500,000.00)
3. Workman's Compensation Insurance

V. **FACTORS FOR AWARD** - Proposals will be evaluated in accordance with Lackawanna County's Qualifications Based Selection Process. Anyone submitting a proposal is advised to review that process, which is set forth on the County's website at [www.lackawannacounty.org](http://www.lackawannacounty.org). Based on the content of the written proposal and any oral discussion, the COUNTY will make a selection that will be most favorable to the COUNTY and the Community. The factors for award will include consideration of the factors identified in Section IV hereof, as well as qualifications, experience, timeliness, past performance, reasonableness of compensation, and overall determination of the OFFERERS ability to meet the COUNTY's need for engineering services as described herein. The COUNTY encourages Small Business Firms and firms owned and controlled by socially and economically disadvantaged individuals including Minority Business Enterprises and Women Business Enterprises to submit proposals. Personnel/subcontractors working on the project shall be listed in the proposal. During the contract period, use of any personnel and/or subcontractors by the successful OFFERER that were not previously identified in their proposal must be approved in advance in writing by the COUNTY. All successful OFFERERS must meet the terms and conditions of the attached Part II - Terms and Conditions. The COUNTY reserves the right to reject any and all proposals, in whole or in part, and to waive any immaterial defect or informality in any proposal as may be permitted by law, including, but not limited to, proposals exceeding the budget after negotiations. Evaluation factors and their relative importance (maximum points to be awarded) are as follows:

- A. Qualifications: 20 points.
- B. Experience with the specific services requested: 20 points.
- C. Amount of time that the firm has available to commit to the project, based on the current workload of the firm: 7 points.
- D. Firm's familiarity with the Community: 3 points.
- E. Past performance: 10 points
- F. Other qualifications:
  1. Small Business Firm (a firm with less than \$4 million in annual gross receipts): 1 point.

2. **Minority Business Enterprise (MBE)** (MBE's must be certified by the Pennsylvania Department of General Services and/or the Pennsylvania Department of Transportation): 5 points.  
A Minority Business Enterprise is a for-profit business concern that is one of the following (minority persons are persons who are citizens of the United States and who are African Americans, Hispanic Americans, Native American, or Asian-Pacific Americans):
  - (1) A sole proprietorship, owned and controlled by a minority; or
  - (2) A partnership or joint venture controlled by minorities in which 51% of the beneficial ownership interest is held by minorities; or
  - (3) A corporation or other business entity controlled by minorities in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by minorities.
3. **Women Business Enterprises (WBE)** (WBE's must be certified by the Pennsylvania Department of General Services and/or the Pennsylvania Department of Transportation): 3 points.  
A Woman Business Enterprise is a for-profit business concern that is:
  - (1) a sole proprietorship, owned and controlled by a women in which at least 51% of the beneficial ownership is held by women; or
  - (2) a partnership or joint venture controlled by women in which at least 51% of the beneficial ownership is held by women; or
  - (3) a corporation or other entity controlled by women in which at least 51% of the voting interest and 51% of the beneficial ownership interest are held by women.
4. **Labor Surplus Area Business Firm** (a civil jurisdiction (cities with a population of at least 25,000 and all counties, in addition to township of 25,000 or more population) whose average unemployment rate is at least 20% above the average unemployment rate for all states (including the District of Columbia and Puerto Rico) during the previous two calendar years.: 1 point.
5. **Section 3 Business Firm:** (Section 3 Business Concern means:
  - (1) That is 51 percent or more owned by section 3 residents; or
  - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment business concern were section 3 residents; or
  - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that

meet the qualifications set forth in paragraphs (1) or (2) above.

**Section 3 Resident means:** A public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended (Lackawanna, Luzerne, and Wyoming Counties), and who is a low-income or very low-income person.

**Category 1 - Section 3 Resident (Business concerns of 51% or more owned by residents of the community or public housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees): 4 points.**

**Category 2 - Section 3 Resident (Business concerns of 51% or more owned by residents of the community or public housing development other than the housing development where the work is to be performed; or whose full-time, permanent workforce includes 30% of these persons as employees): 3 points.**

**Category 3 - Section 3 Resident (HUD Youthbuild programs being carried out in the community in which Section 3 covered assistance is expended): 2 points.**

**Category 4 - Section 3 Resident (Business concerns that are 51% or more owned by a Section 3 resident(S), or whose permanent, full-time workforce includes no less than 30% Section 3 residents; or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns): 1 point.**

**Section 3 Strategy for meeting greatest extent feasible requirement to comply with the Section 3 training and employment preference, or contracting preference, or both, if applicable.: 5 points.**

**G. Reasonableness of Compensation: 15 points.**

**GENERAL INFORMATION**

NAME: \_\_\_\_\_

PRINCIPALS	TITLE
_____	_____
_____	_____
_____	_____

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ SS #/IRS ID #: \_\_\_\_\_

- I. Did your firm submit the following documentation:
- A. STANDARD FORM 254?: \_\_\_\_\_
  - B. STANDARD FORM 255?: \_\_\_\_\_
  - C. PROFESSIONAL LIABILITY INSURANCE CERTIFICATE?: \_\_\_\_\_
  - D. GENERAL LIABILITY INSURANCE CERTIFICATE?: \_\_\_\_\_
  - E. WORKMAN'S COMPENSATION INSURANCE CERTIFICATE?: \_\_\_\_\_

- II. Indicate qualifications under any of the following categories:
- A. SMALL BUSINESS FIRM: \_\_\_\_\_
  - B. MINORITY BUSINESS ENTERPRISE: \_\_\_\_\_
  - C. WOMEN BUSINESS ENTERPRISE: \_\_\_\_\_
  - D. LABOR SURPLUS AREA BUSINESS FIRM: \_\_\_\_\_
  - E. SECTION 3 BUSINESS FIRM:
    - Category 1: \_\_\_\_\_
    - Category 2: \_\_\_\_\_
    - Category 3: \_\_\_\_\_
    - Category 4: \_\_\_\_\_

III. Is your firm currently in violation of any regulatory rules and regulations that may have any impact on your firm's operations? (If yes, specify): \_\_\_\_\_  
\_\_\_\_\_

IV. Is your firm involved in any current litigation with the County? (If yes, specify): \_\_\_\_\_  
\_\_\_\_\_

V. Are there any conflicts of interest to which your firm would be subject if it were to provide the requested services on behalf of the County? (If yes, specify.): \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PRICE PROPOSAL FOR DISCUSSION PURPOSES**

**Scott Township  
Jermyn Farm Road Improvement Project**

NAME: \_\_\_\_\_

**I. Project layout and design, including the following:**

1. Preparation and submission of a construction cost estimate, one set of original mylars/velms and fifteen sets of plans/prints, twelve specification manuals, and twelve sets of bidding documents.
2. Securing of any and all permits and their supplements (DEP, Penn DoT, etc. (if applicable)) required for the construction of the project, prior to bidding. This includes preparing and submitting permit/supplement applications into the permitting agencies in addition to making any and all changes and/or additions required by the permitting agencies. Securing of any and all easements (if applicable), either construction or permanent, prior to bidding.
3. Construction Coordination - Provide Basic Services for the Construction Phase of the project, including preparing for, coordination with, participating in, and responding to the administration of the contract. Attendance at the Pre-Bid Conference, Pre-Construction Conference, regular job/site meetings, and any other meetings when requested by the COUNTY and/or the COUNTY's representative(s). Visit the site at intervals, as appropriate, to be familiar with the construction progress and quality of work; evaluate and certify the construction contractor's Applications and Certificates for Payments. Attend project peer review and design/construction reviews when requested by the COUNTY and/or the COUNTY's representative(s). Review all shop drawings for conformity with design. Prepare, submit, review, etc. Change Orders and Payment Applications. Assist in the preparation and justification of claims disputes, and/or other matters between the construction contractor and the COUNTY regarding the project when requested by the COUNTY and/or the COUNTY's representative(s). Prepare, submit, review, etc. Timesheets and Daily Field Reports, etc.; travel; participate in telephone conversations, provide clerical services, communications, documentation, correspondence, and any and all other miscellaneous work.

LUMP SUM COST NOT TO EXCEED: \$ \_\_\_\_\_

ESTIMATE OF THE AMOUNT OF TIME IN CALENDAR DAYS NECESSARY FOR PROJECT LAYOUT AND DESIGN: \_\_\_\_\_

WHO WILL BE THE PROFESSIONAL ENGINEER: \_\_\_\_\_

**II. Preparation and submission of two (2) sets of as-built original drawings (mylars/velms), and two (2) sets of prints.**

LUMP SUM COST NOT TO EXCEED: \$ \_\_\_\_\_

**III. Project Inspection for the duration of the project.**

WHO WILL BE THE PROJECT INSPECTOR: \_\_\_\_\_

IS THIS PERSON NICET CERTIFIED?: \_\_\_\_\_

WHAT ENGINEERING DEGREE DOES THIS PERSON HAVE?: \_\_\_\_\_

ESTIMATE OF THE AMOUNT OF TIME IN WORK DAYS NECESSARY FOR PROJECT CONSTRUCTION: \_\_\_\_\_

WHO WILL BE THE INSPECTING ENGINEER: \_\_\_\_\_

IS THIS PERSON AN EIT?: \_\_\_\_\_

IS THIS PERSON A NICET CERTIFIED REGISTERED SURVEYOR?: \_\_\_\_\_

IS THIS PERSON A LICENSED PROFESSIONAL ENGINEER?: \_\_\_\_\_

# OF HOURS FOR PROJECT INSPECTOR TO BE ON-SITE: \_\_\_\_\_

PART-TIME INSPECTOR HOURLY RATE COST FOR ON-SITE TIME NOT TO EXCEED: \$ \_\_\_\_\_

PERCENTAGE OF TIME FOR INSPECTING ENGINEERS' ON-SITE SUPERVISION AND TECHNICAL ASSISTANCE: \_\_\_\_\_

INSPECTING ENGINEER HOURLY RATE COST FOR ON-SITE TIME NOT TO EXCEED: \$ \_\_\_\_\_

IV. Did your firm go out to the job site to evaluate the work involved? \_\_\_\_\_

V. Identify permits and easements required for the project, and the time frame for the acquisition of the permits: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## QUALIFICATIONS

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE #: \_\_\_\_\_ SS #/IRS ID #: \_\_\_\_\_

- I. Describe the qualifications of the OFFERER. List previous street paving projects undertaken by the OFFERER, including the personnel assigned to each contract, the engineering cost of each contract, the estimated or actual cost of construction of each project, and the anticipated date of completion of each contract.



EXPERIENCE

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE #: \_\_\_\_\_ SS #/IRS ID #: \_\_\_\_\_

- II. Describe the experience of the OFFERER with the specific services requested. How long has the OFFERER been performing the specific services requested? Describe the stability, continuity, and commitment of both the staff and the management.

CURRENT WORKLOAD

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE #: \_\_\_\_\_ SS #/IRS ID #: \_\_\_\_\_

III. Describe the current workload of the OFFERER. List the specific projects for which the OFFERER is currently under contract, the personnel assigned to each contract, the engineering cost of each contract, the estimated or actual cost of construction of each project, and the anticipated date of completion of each contract.

**FAMILIARITY WITH COMMUNITY**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ SS #/IRS ID #: \_\_\_\_\_

- IV. List previous projects undertaken by the OFFERER in the Community listed in this RFP. List the specific projects for which the OFFERER is currently under contract, the personnel assigned to each contract, the engineering cost of each contract, the estimated or actual cost of construction of each project, and the anticipated date of completion of each contract.

PAST PERFORMANCE

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE #: \_\_\_\_\_ SS #/IRS ID #: \_\_\_\_\_

- V. Describe OFFERER'S past performance with similar projects. Provide three references, including a contact name, address, and telephone number, and name of the project for which the OFFERER was under contract.

SECTION 3 STRATEGY

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE #: \_\_\_\_\_ SS #/IRS ID #: \_\_\_\_\_

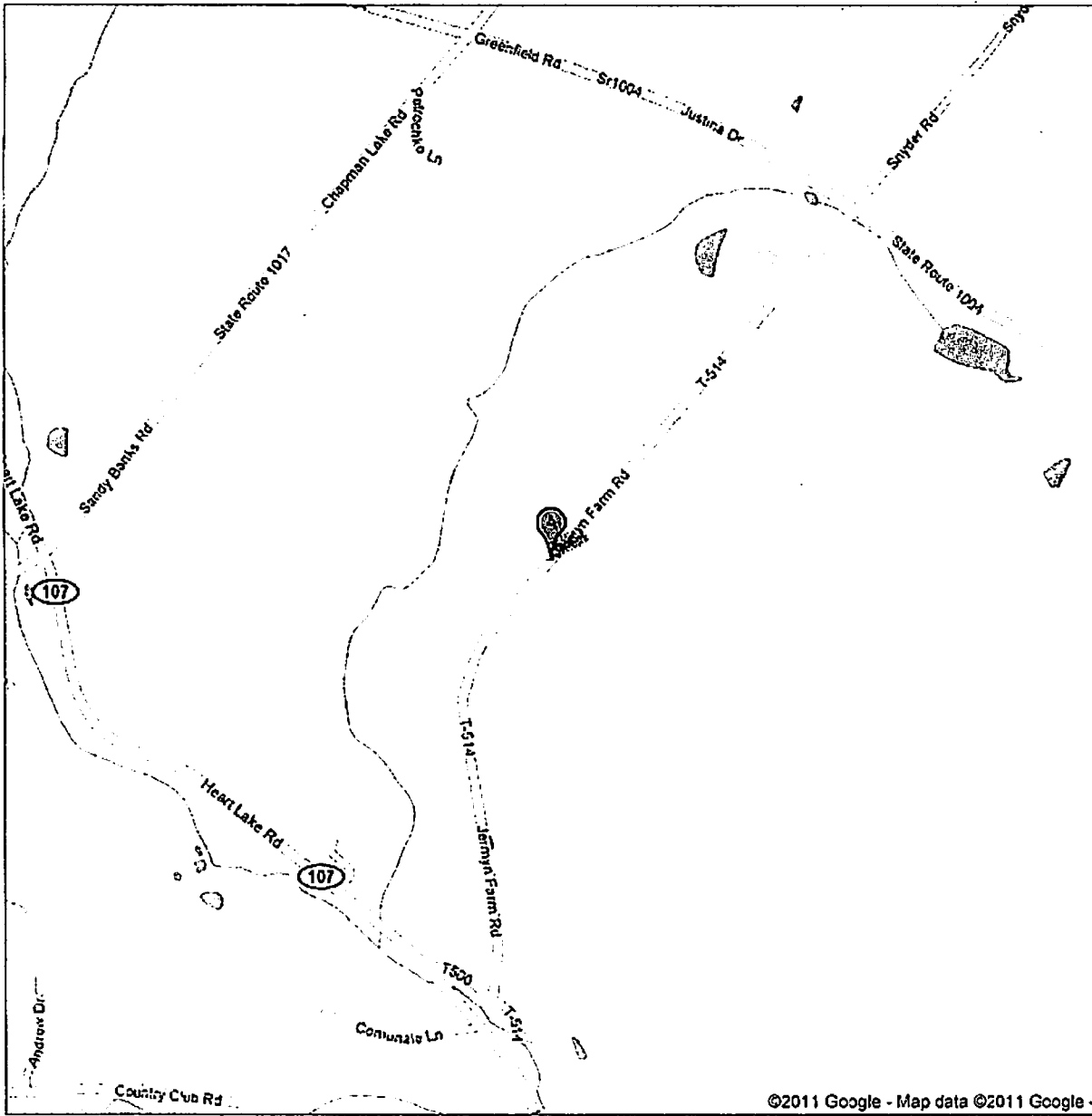
VI. Section 3 Strategy for meeting greatest extent feasible requirement to comply with the Section 3 training and employment preference, or contracting preference, or both, if applicable.

Google maps

Address Jermyn Farm Rd  
Scott Township, PA

Get Google Maps on your phone

Text the word "GMAPS" to 466453



## Engineer/Architect Work Summary

I. Construction Drawings - Shall be prepared with the primary objective of clearly and concisely describing the work to be done in order to achieve the proposed design. Legally these drawings, along with the specifications, stipulate the specific materials and services to be supplied for the contract price. Thus, these documents should accurately define the scope of the project and all standards of construction in terminology which laypersons (who approve projects) and contractors or craftsmen (who bid and build them) can readily understand. Consistent terminology would be used in relating work on drawings to specifications and cost estimates as well as in other bid documents such as agreements and advertisements.

A. Basic Site and Design Data - Must be provided of all information or investigation determined to be relevant to the project design and construction for the protection of the health and safety of the users.

B. Drawings - Must provide sufficient data for contractor to locate work to be accomplished; establish existing grades and construct finished grades; identify and protect areas not included in contract work and other information necessary to coordinate plans with work to be constructed and/or other accompanying documents and information necessary to comply with other agency reviews.

Drawings must incorporate sufficient data in plan, elevation, section materials and construction details for clarity to bidders and/or constructors and should present as completely as possible a graphic description of the project including details of dimension, materials and methods of construction in as legible a manner as possible. Information on drawings must be clearly coordinated with the specifications.

Drawings must show existing and proposed utilities and services such as water, sewage, storm water, electric, and gas including locations, sizes, depths, material, condition, rights-of-way or easements with conditions of same, as may be agreed with applicable officials.

C. Professional Registration Seal (PA Registration) - Of the designing landscape architect, architect, or engineer shall appear on each drawing sheet for all contract work.

II. Technical Specifications - Shall be prepared to establish detailed qualitative requirements for materials and workmanship. Specifications set requirements for strength, size and other physical qualifications, standards and methods of workmanship for construction or manufacture of products used, and guarantees of components and materials. Nomenclature in specifications should be consistent with drawings and cost estimate.

Guideline specifications have been prepared by the various design and planning professional societies and are flexible enough to be adapted to most projects.

- A. Specifications govern, normally, over drawing information in case of conflict. This point should be clearly stated in all construction contracts and the specification itself.
  - B. Separate contract specifications for electrical work, plumbing work and mechanical work (heating or air conditioning) are to be prepared from those prepared for the general contract construction work for projects to be publicly bid. Landscape contract work may be separate or incorporated with the general contract. (See Section V C)
  - C. Professional registration seals (PA Registration) of the designing landscape architect, architect or engineer shall appear on cover page of each specification for the separate contracts.
- III. Detailed Cost Estimate - A cost estimate, itemized for each construction item. It shall be current and take into account timing and possible cost increases for proposed construction. Terminology and contents of cost estimate shall correspond with drawings and specifications. Lump sum contingency amounts are not eligible cost items.

Designer shall include statement of individual costs for professional services such as master site planning, preliminary or Grant Application site design, surveys, engineering services, construction document design and preparation, and construction supervision.

- IV. Bidding Documents must be prepared by the Designer. It is the ultimate responsibility of the architect or engineer, however, to make certain that the plans and specifications meet local government ordinances and laws of the Commonwealth and the federal government.

Bidding documents for public contract work usually consist of the following:

- A. Advertisement or Invitation to Bid
- B. Instructions to Bidders
- C. Qualifications of Bidder's Statement
- D. Summary of Work to be Performed
- E. Bid Proposal Form - All Alternate and/or Unit Price Bid Items must be clearly stated and delineated on the Bid Proposal Form. In certain situations, ineligible work and costs may need to be stated on the Bid Proposal Form for accounting and auditing purposes.



- F. Contract Agreement - A written agreement between the successful bidder and the awarding party must be fully executed prior to starting construction. In all cases, all Contract Agreements shall clearly state the scope of work, contract amount, method of payment, starting and completion times, equal opportunity clauses, and any other special conditions unique to the completion of the contract or adherence to applicable State and Federal laws and regulations.
  - G. Bid Bonds (or Certified Checks, Banks Cashiers Check, or Treasurer's Check) are to be provided with the bid proposal to secure the bidders' financial responsibility.
  - H. The Public Works Contractor's Bond Law of 1967 requires that all construction contracts in excess of \$4,000 be accompanied by a Performance Bond and a Labor and Material Payment Bond, unless current municipal codes are more restrictive. Each bond must be in the amount of 100% of the contract award price. These bonds must be secured from an agency or firm approved by the Commonwealth's Department of Insurance to do business in Pennsylvania. No exceptions or substitutions of collateral are permitted for these bonds.
  - I. A Maintenance Bond to protect the municipality from faulty or defective work by the contractor is also required. The Bond should cover the period for two years following completion of the project and should be in an amount of at least 10% of the contract price.
  - J. Insurance Coverage shall be required of the contractor to include Workmen's Compensation, general liability, public liability and property damage, automobile liability, excess liability, sub-contractor's insurance, special hazards insurance, and other appropriate coverages applicable to the construction.
- V. Applicable Laws and Regulations - The following Federal and State laws and regulations impact on the preparation of the Part II Application and govern the advertising and awarding of contracts and construction of the project. Compliance with these laws and regulations is mandatory for all projects.
- A. Wage Rates - Pennsylvania prevailing wage rates are required if the total project cost is estimated to be in excess of twenty-five thousand dollars (\$25,000). If the applicant will be using federal funds as part of their local match, and the contract (s) or subcontract (s) exceed two thousand dollars (\$2,000), compliance with federal davis-bacon wage rates is required.
  - B. Nondiscrimination in Employment/Contract Compliance Regulations - All construction contracts and/or subcontracts awarded for the project must provide for compliance and adherence to applicable Contract Compliance Regulations for Nondiscrimination and Equal Employment Opportunity (see Part II - Terms and Conditions).

Where state and/or federal funds are used, all construction contracts and/or subcontracts must contain the Pennsylvania Human Relations Commission's Nondiscrimination Clause. This Clause shall be incorporated into the specifications for each contract and/or subcontract to be awarded.

- C. The Separation Act of 1913 (Act 104), as amended, mandates that contract documents for electrical work, plumbing work, heating and ventilating work shall be prepared in separated drawings and separate specifications from those prepared for the general construction and landscape work for all projects when the total cost of construction exceeds \$10,000. Separate bids shall be taken and contracts awarded separately in the same categories as described for preparation of documents. The Borough Code exempts Boroughs from this separation requirement.
- D. Federal Occupational Safety & Health Act of 1970 (O.S.H.A.) includes regulations to assure safe and healthy work conditions. Compliance includes specific records and reporting. Consultant shall incorporate in contract specifications the contractor's specific responsibility to comply with regulations of Act and to perform reporting and recording requirements. O.S.H.A. applies to all construction projects, however funded, and supercedes and local or state regulations related to safe and healthy work conditions.
- E. Pennsylvania Act 287 (December 10, 1974) requires, among other things that:
  - (1) Each designer preparing a drawing requiring excavation or demolition in a site within a political subdivision to show upon the drawing the approximate location and type of each underground utility line or pipe.
  - (2) The name of the utility company and their office address and telephone number be designated on the drawing.
  - (3) Each contractor who intends to perform excavation or demolition work in a site within a political subdivision to ascertain the location and type of utility lines and pipes at each site and to notify the utility company (s) three working days in advance of performing the excavation or demolition.

VI. Addendums/Bulletins shall be issued to document and incorporate changes to the construction drawings and specifications during the advertising and bidding period. The Addendum or project Bulletin shall be issued to all bidding contractors so that each will receive the same information. Addendums/Bulletins become a legal part of the bidding documents. Signed return copies shall accompany all bid proposals. Oral information shall not be given to bidders on matters of such changes.

## PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the OWNER, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Contract by the CONTRACTOR, and the OWNER may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the OWNER from the CONTRACTOR is determined.

2. Termination for Convenience of the OWNER. The OWNER may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONTRACTOR. If the Contract is terminated by the OWNER as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The OWNER may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the OWNER and the CONTRACTOR shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The CONTRACTOR represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the OWNER.
  - b. All of the services required hereunder will be performed by the CONTRACTOR or under his supervision and all personnel

engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the OWNER. Provided, however, that claims for money by the CONTRACTOR from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.
6. Reports and Information. The CONTRACTOR, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds. These records will be made available for audit purposes to the OWNER, the Department of Community And Economic Development, or any of their duly authorized representatives, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER.
8. Confidentiality. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.
10. Compliance with Local Laws. The CONTRACTOR, shall give all notices and comply with all laws, ordinances, codes, rules, regulations, and lawful orders of any public OWNER, bearing upon the performance of the project, and shall commit no trespass on any public or private property in

performing any of the work embraced by this Contract. The CONTRACTOR must pay, at the CONTRACTOR'S own expense, any and all costs associated with the above stated compliance.

11. Equal Employment Opportunity. During the performance of this Contract, the CONTRACTOR agrees as follows:
  - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, handicap, or familial status. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, national origin, handicap, or familial status. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provide by the OWNER setting forth the provisions of this non-discrimination clause.
  - b. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, handicap, or familial status.
  - c. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - e. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Community And Economic Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONTRACTOR will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department of Community And Economic Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Community And Economic Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

12. Nondiscrimination Compliance.

- a. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that the CONTRACTOR had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- b. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the CONTRACTOR will be unable to meet its obligations under this nondiscrimination clause, the CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- c. The CONTRACTOR shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the CONTRACTOR'S noncompliance with the

nondiscrimination clause of this Contract or with any such laws, this Contract may be terminated or suspended, in whole or in part, and the CONTRACTOR may be declared temporarily ineligible for further Commonwealth contracts and other sanctions may be imposed and remedies invoked.

- d. The CONTRACTOR shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.
  - e. The CONTRACTOR obligations under this clause are limited to the CONTRACTOR'S facilities within Pennsylvania or, where the Contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.
13. Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, national origin, handicap, or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.
14. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, sex, handicap, or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
15. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (applicable to contracts over \$100,000.00). Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):
- a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Community And Economic Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to the Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto set forth in 24 CFR Part 135 and all other applicable rules and orders issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of these regulations. The CONTRACTOR will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
16. Compliance with Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. The CONTRACTOR and any of its subcontractors for work funded under this Agreement, in excess of \$100,000 agree to the following requirements:
- a. A stipulation by the CONTRACTOR or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating



Facilities issued by the Environmental Agency (EPA) pursuant to 40 CFR 15.20.

- b. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- d. Agreement by the CONTRACTOR that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

- 17. Interest of Certain Federal Officials. No member or Delegate to the Congress of the United States and no Resident, Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.
- 18. Interest of Members, Officers, or Employees of OWNER, Member of Local Governing Body, or other Public Officials. No member, officer, or employee of the OWNER, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Contract.
- 19. Interest of Certain State Officials. No member or Representative to the Legislature of the Commonwealth of Pennsylvania, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.
- 20. Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, or be denied the benefits

of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

21. Section 504 of the Rehabilitation Act of 1973 - Affirmative Action for Handicapped Workers.

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the CONTRACTOR'S noncompliance with the requirements of this clause, actions for the noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase

order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

22. Pennsylvania Human Relations Act, as amended.

- a. The CONTRACTOR shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, national origin, handicap, familial status, religious creed, ancestry, age, or sex.

The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, national origin, handicap, familial status, religious creed, ancestry, age, or sex. Such affirmative action shall include but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

The CONTRACTOR shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons a notice to be provided by the OWNER setting forth the provisions of this nondiscrimination clause.

- b. The CONTRACTOR shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, national origin, handicap, familial status, religious creed, ancestry, age, or sex.
- c. The CONTRACTOR shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by the CONTRACTOR.
- d. It shall be no defense to a finding of noncompliance with the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission of this nondiscrimination clause that the CONTRACTOR had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the CONTRACTOR was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

- e. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that the CONTRACTOR will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Commission, or this nondiscrimination clause, the CONTRACTOR shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- f. The CONTRACTOR shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 PA Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clause of this Contract or with any such laws, this Contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and the CONTRACTOR may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.
- g. The CONTRACTOR shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the OWNER and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to 949.35 of these Regulations. If the CONTRACTOR does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the OWNER or the Commission.
- h. The CONTRACTOR shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- i. The CONTRACTOR shall include the provisions of this nondiscrimination clause in every subcontract, so that provisions will be binding upon each subcontractor.
- j. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 PA Code Ch. 49.
- k. The CONTRACTOR'S obligations under this clause are limited to the CONTRACTOR'S facilities within Pennsylvania, or where the Contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

23. Sections 104 and 110 of the Housing and Community Development Act of 1974, as amended.
24. Section 3 of the Intergovernmental Cooperation Act of 1968.
25. Executive Orders 11063, 11246, 11625, and 12138 as amended.
26. Federal Management Circulars A-87, A-110, and A-122.
27. OMB Circular A-128.
28. 24 CFR Part 85 P.I.3 570.502 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).
29. Title VIII of the Civil Rights Act of 1968, as amended.
30. Architectural Barriers Act of 1968, P.L. 90-480, as amended.
31. Hatch Act.
32. 24 CFR Part 39, Cost Effective Energy Conservation Standards.
33. Section 6002 of the Resources Conservation and Recovery Act of 1976, P.L. 94-580, as amended and regulations at 40 CFR Part 249.
34. Prohibition Against Payments of Bonus or Commission. The assistance provided under this Contract shall not be used in the payment of any bonus or commission for the purpose of obtaining DCED approval of the application for such assistance, or DCED approval of applications for additional assistance, or any other approval or concurrence of DCED required under this Contract, Title 1 of the Housing and Community Development Act of 1974 as amended or DCED regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
35. Interest of CONTRACTOR. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants, that in the performance of this Agreement, it will not knowingly employ any person having any such interest.
36. Nonwaiver of Remedies. No provision of this Contract shall be construed in any manner so as to create any rights in third parties not party to this Contract. It shall be interpreted solely to define specific duties and responsibilities between the OWNER and the CONTRACTOR, and shall

not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

37. Construction. This Contract shall be interpreted and construed in accordance with, federal law where applicable, and with the laws of the Commonwealth. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the §§ and Subsection herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.
38. Defective Work. If the CONTRACTOR fails to correct defective work on the project or consistently fails to carry out the work in accordance with the Contract, the OWNER, by written order, may order the CONTRACTOR to stop the work or any portion thereof until the causes have been eliminated. If the CONTRACTOR neglects to carry out the work in accordance with the Contract, or if the CONTRACTOR fails to correct the defects within Seven (7) days after receipt of written notice, the OWNER may correct the deficiency at the expense of the CONTRACTOR.
39. Patent Rights. Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the CONTRACTOR, or its employees, in the course of, in connection with, or under the terms of this Contract, the CONTRACTOR shall immediately give the OWNER written notice thereof and shall promptly thereafter furnish the OWNER with complete information thereon. DCED shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed, and to determine the disposition improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of DCED on all of these matters shall be accepted as final. The CONTRACTOR warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination. Except as otherwise authorized in writing by the OWNER, the CONTRACTOR shall obtain patent agreements to effectuate the provisions of this Article from all persons who perform any part of the work under this Contract, except such clerical and manual labor personnel as will have no access to technical data. If the OWNER obtains patent rights, the CONTRACTOR shall be offered license rights thereto on terms at least as favorable as those offered to any firm.
40. Hold Harmless. The CONTRACTOR shall hold the OWNER harmless from and indemnify the OWNER against, any and all claims, demands, and actions based on or arising out of any activities performed by the CONTRACTOR, and its employees and agents, under this Contract in a manner which is contrary to the direction of the OWNER and shall defend any and all actions brought against the OWNER based upon any such claims or demands. It is understood and agreed that the

CONTRACTOR'S standard liability insurance policies shall protect, or shall be endorsed to protect the OWNER from claims of bodily injury and of property damage arising out of any services performed by the CONTRACTOR or its employees or agents under the Contract including business and non-business invitees and their property and all other property sustaining damage as direct or indirect result of the execution of this project when validly present on CONTRACTOR'S premises whether or not actually engaged in the project at the time the claim inures. Such policies shall not include any provision limiting existing sovereign immunity of the OWNER or of its agents or employees. Upon request the CONTRACTOR shall furnish proof of insurance as required by this paragraph to the OWNER.

41. Publications. Any publication concerning a project financed by federal funds received under a grant administered by the OWNER will acknowledge Commonwealth of Pennsylvania grant administration as follows: "This Project was financed (in part) by a grant from the U.S. Department of Housing and Urban Development, under the Administration of the Commonwealth of Pennsylvania, Department of Community And Economic Development".
42. Arbitration. All claims, disputes, and other matters in question between the CONTRACTOR and the OWNER, arising out of or relating to this Contract or any of the documents incorporated herein, shall be interpreted by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Unless otherwise agreed in writing, the CONTRACTOR shall carry on the work on the project and maintain its progress during any arbitration proceedings.
43. Liens. The CONTRACTOR specifically waives any right to file or claim any Mechanic's or Materialmen's liens, and agrees to execute, simultaneously herewith, and cause to be filed in the records of the Clerk Of Judicial Records of Lackawanna County, A Stipulation Against Liens, which shall be binding upon the CONTRACTOR, his suppliers, and any Sub-Contractors engaged by the CONTRACTOR.
44. Bankruptcy. In the event that the CONTRACTOR becomes party to a bankruptcy proceeding, or if a receiver is appointed, on account of the insolvency of the CONTRACTOR, then this Contract may be terminated by the OWNER without liability, except for the agreed upon prices for the amounts of work actually completed to the time that such proceeding is commenced.
45. Assignment. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and shall inure to the benefit of and bind the parties hereto, their successors, personal representatives, and assigns. Neither party shall assign this Contract without the written consent of the other, which consent shall be unreasonably withheld.

46. Severability. Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Contract.
47. Entire Agreement. The Contract, when signed by all of the parties hereto, constitutes the full and complete understanding and agreement of all parties and may not be any manner interpreted or fulfilled in contradictions of its express terms and provided above.